

Matrix Telecom, LLC d/b/a Impact Telecom d/b/a Lingo
PSC No: 1 - Telephone
Effective Date: November 28, 2021

Leaf 1
Revision: 0
Superseding Revision:

LOCAL AND INTEREXCHANGE TELECOMMUNICATIONS SERVICES

*This Tariff, PSC No.1- Telephone, issued by Matrix Telecom, LLC d/b/a Impact Telecom d/b/a Lingo,
cancels and supersedes in its entirety
New York PSC No. 1 issued by
Lingo Communications of the Northeast, LLC*

MATRIX TELECOM, LLC D/B/A IMPACT TELECOM D/B/A LINGO

REGULATIONS AND SCHEDULE OF INTRASTATE CHARGES

APPLYING TO LOCAL AND INTEREXCHANGE COMMUNICATIONS SERVICES WITHIN

THE STATE OF NEW YORK

Applicable in New York State

Matrix Telecom, LLC d/b/a Impact Telecom d/b/a Lingo
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EXPLANATION OF SYMBOLS

- (C) Indicates Changed Regulation
- (D) Indicates Discontinued Rate or Regulation
- (I) Indicates Rate Increase
- (M) Indicates Move in Location of Text
- (N) Indicates New Rate or Regulation
- (R) Indicates Rate Reduction
- (T) Indicates Change of Text Only

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TARIFF FORMAT

A. Leaf Numbering - Leaf numbers appear in the upper right corner of the leaf and are numbered sequentially. However, new leafs are occasionally added to the tariff. When a new leaf is added between leafs already in effect, a number is added. For example, a leaf added between Leaf 14 and 15 would be 14.1

B. Leaf Revision Numbers - Revision numbers also appear in the upper right corner of each leaf. These numbers are used to determine the most current leaf version on file with the NYDPS. Because of various suspension periods, deferrals, etc. the NYDPS follows in its tariff approval process, the most current leaf number on file with the Department is not always the tariff leaf in effect.

C. Paragraph Numbering Sequence - There are nine levels of paragraph coding. Each level of coding is subservient to its next higher level:

- 2.
- 2.1.
- 2.1.1.
- 2.1.1.A.
- 2.1.1.A.1.
- 2.1.1.A.1.(a).
- 2.1.1.A.1.(a).I.
- 2.1.1.A.1.(a).I.(i).
- 2.1.1.A.1.(a).I.(i).(1).

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APPLICATION OF TARIFF

This tariff sets forth the service offerings, rates, terms and conditions applicable to the furnishing of intrastate end-user local exchange and interexchange communications services by Matrix Telecom, LLC d/b/a Impact Telecom d/b/a Lingo hereinafter referred to as the Company, to Customers within the state of New York. Services are furnished subject to the availability of facilities and subject to the terms and conditions set forth herein.

This tariff is on file with the New York Department of Public Service. In addition, this tariff is available for review at the main office of Matrix Telecom, LLC d/b/a Impact Telecom d/b/a Lingo at 115 Gateway Drive, Macon, Georgia 31210.

CONTACTING THE PUBLIC SERVICE COMMISSION

In the case of a dispute between the Customer and the Company which cannot be resolved with mutual satisfaction, the Customer may file a complaint by contacting the New York State Department of Public Service by phone, online or by mail.

1. By Phone:

Helpline (for complaints/inquiries):
1-800-342-3377 for Continental United States or,
1-800-662-1220 for Hearing/Speech Impaired, TDD or,
518-472-8502 for Facsimile

2. Online:

<http://www.dps.ny.gov/complaints.html> or,

3. By Mail:

NYS Department of Public Service
Office of Consumer Services
3 Empire State Plaza
Albany, NY 12223-1350

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SECTION 1 - DEFINITIONS

Advance Payment – Payment of all or part of a charge required before the start of service.

Authorization Code - A numerical code, one or more of which may be assigned to a Customer, to enable Carrier to identify the origin of service of the Customer so it may rate and bill the call. All authorization codes shall be the sole property of Carrier and no Customer shall have any property or other right or interest in the use of any particular authorization code. Automatic numbering identification (ANI) may be used as or in connection with the authorization code.

Authorized User - A person, corporation or other entity that is authorized by the Company's customer to utilize service provided by the Company to the customer. The customer is responsible for all charges incurred by an Authorized

Automatic Numbering Identification (ANI) - A type of signaling provided by a local exchange telephone company which automatically identifies the local exchange line from which a call originates.

Common Carrier - An authorized company or entity providing telecommunications services to the public

Company – Matrix Telecom, LLC d/b/a Impact Telecom d/b/a Lingo, the issuer of this tariff.

Customer - The person, firm or corporation that orders service and is responsible for the payment of charges and compliance with the terms and conditions of this tariff.

Customer Premises - A location designated by the Customer for the purposes of connecting to the Company services.

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SECTION 1 – DEFINITIONS (CONT'D.)

Customer Terminal Equipment - Terminal equipment provided by the Customer.

Department - New York Department of Public Service

Deposit - Refers to a cash or equivalent of cash security held as a guarantee for payment of the charges.

End Office - The LEC switching system office or serving wire center where Customer station loops are terminated for purposes of interconnection to each other and/or to trunks.

Equal Access - A form of dialed access provided by local exchange companies whereby interexchange calls dialed by the Customer are automatically routed to the Company's network. Presubscribed Customers may also route interexchange calls to the Company's network by dialing an access code supplied by the Company.

Exchange Telephone Company or Telephone Company - Denotes any individual, partnership, association, joint-stock company, trust, or corporation authorized by the appropriate regulatory bodies to engage in providing public switched communication service throughout an exchange area, and between exchange areas within the LATA.

Individual Case Basis (ICB) – A service arrangement in which the regulations, rates and charges are developed based on the specific circumstances of the Customer's situation.

IXC or Interexchange Carrier- A long distance telecommunications services provider.

Interruption - The inability to complete calls due to equipment malfunctions or human errors. Interruption shall not include, and no allowance shall be given for service difficulties such as slow dial tone, circuits busy or other network and/or switching capability shortages. Nor shall Interruption include the failure of any service or facilities provided by a common carrier or other entity other than the Carrier. Any Interruption allowance provided within this Tariff by Carrier shall not apply where service is interrupted by the negligence or willful act of the Customer, or where the Carrier, pursuant to the terms of this Tariff, terminates service because of non-payment of bills, unlawful or improper use of the Carrier's facilities or service, or any other reason covered by this Tariff or by applicable law.

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SECTION 1 – DEFINITIONS (CONT'D.)

Joint User - A person, firm or corporation designated by the Customer as a user of local exchange service furnished to the Customer by the Company, and to whom a portion of the charges for such facilities are billed under a joint use arrangement.

LATA - A Local Access and Transport Area established pursuant to the Modification of Final Judgment entered by the United States District Court for the District of Columbia in Civil Action No. 82-0192; or any other geographic area designated as a LATA in the National Exchange Carrier Association, Inc. Tariff F.C.C. No. 4, or its successor tariff(s).

LEC - Local Exchange Company refers to the dominant, monopoly local telephone company in the area also served by the Company.

Lingo – Matrix Telecom, LLC d/b/a Impact Telecom d/b/a Lingo, issuer of this tariff.

Local Calling - A completed call or telephonic communication between a calling Station and any other Station within the local service area of the Calling Station.

Monthly Recurring Charges - The monthly charges to the Customer for services, facilities and equipment, which continue for the agreed upon duration of the service.

MOU - Minutes of Use.

NECA - National Exchange Carriers Association.

Non-Recurring Charge (“NRC”) - The initial charge, usually assessed on a one-time basis, to initiate and establish service.

PIN - Personal Identification Number. See Authorization Code.

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SECTION 1 – DEFINITIONS (CONT'D.)

Point of Presence (“POP”) - Point of Presence

Preferred Customer Discount (“PCD”) - a discount added to the monthly invoice and deducted from the rack rate for grandfathered products and term contract discounts.

Premises - The space occupied by a customer or authorized user in a building or buildings or contiguous property not separated by a public right of way.

Recurring Charges - Monthly charges to the Customer for services, and equipment, which continues for the agreed upon duration of the service.

Service - Any means of service offered herein or any combination thereof.

Service Commencement Date - The first day following the date on which the Company notifies the Customer that the requested service or facility is available for use, unless extended by the Customer's refusal to accept service which does not conform to standards set forth in the Service order or this tariff, in which case the Service Commencement Date is the date of the Customer's acceptance of service. The parties may mutually agree on a substitute Service Commencement Date.

Service Order - The written or verbal request for Company services by the Customer and the Company in the format devised by the Company. A Service Order initiates the respective obligations of the parties as set forth therein and pursuant to this tariff.

Services - The Company's telecommunications services offered on the Company's network.

Shared Inbound Calls - Refers to calls that are terminated via the Customer's Company-provided local exchange line.

Shared Outbound Calls - Refers to calls in Feature Group (FGD) exchanges whereby the Customer's local telephone lines are presubscribed by the Company to the Company's outbound service such that "1 + 10-digit number" calls are automatically routed to the Company's or an IXC's network. Calls to stations within the Customer's LATA may be placed by dialing "10XXX" or "101XXXX" with 1 + 10-digit number."

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SECTION 1 – DEFINITIONS (CONT'D.)

Station - The network control signaling unit and any other equipment provided at the Customer's premises that enables the Customer to establish communications connections and to effect communications through such connections.

Subscriber - The person, firm, partnership, corporation, or other entity that orders telecommunications service from the Company. Service may be ordered by, or on behalf of, those who own, lease or otherwise manage the pay telephone, PBX, or other switch vehicle from which an End User places a call utilizing the services of the Company.

Switched Access Origination/Termination - Where access between the Customer and the interexchange carrier is provided on local exchange company Feature Group circuits and the connection to the Customer is a LEC-provided business or residential access line. The cost of switched Feature Group access is billed to the interexchange carrier.

Terminal Equipment - Any telecommunications equipment other than the transmission or receiving equipment installed at a Company location.

Usage Charges - Charges for minutes or messages traversing over local exchange facilities.

User or End User - A Customer, Joint User, or any other person authorized by a Customer to use service provided under this tariff.

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SECTION 2 - RULES AND REGULATIONS

2.1 Undertaking of the Company

2.1.1 Scope

The Company undertakes to furnish communications service pursuant to the terms of this tariff in connection with one-way and/or two-way information transmission originating from points within the State of New York.

The Company is responsible under this tariff only for the services and facilities provided hereunder, and it assumes no responsibility for any service provided by any other entity that purchases access to the Company network in order to originate or terminate its own services, or to communicate with its own Customers.

2.1.2 Shortage of Equipment or Facilities

- A. The Company reserves the right to limit or to allocate the use of existing facilities, or of additional facilities offered by the Company, when necessary because of lack of facilities, or due to some other cause beyond the Company's control.
- B. The furnishing of service under this tariff is subject to the availability on a continuing basis of all the necessary facilities and is limited to the capacity of the Company's facilities as well as facilities the Company may obtain from other carriers to furnish service from time to time as required at the sole discretion of the Company.

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SECTION 2 - RULES AND REGULATIONS (CONT'D.)

2.1 Undertaking of the Company (Cont'd.)

2.1.3 Terms and Conditions

- A. Service is provided on the basis of a minimum period of at least thirty days (30), 24-hours per day. For the purpose of computing charges in this tariff, a month is considered to have 30 days.
- B. Except as otherwise stated in the tariff, Customers may be required to enter into written service orders which shall contain or reference a specific description of the service ordered, the rates to be charged, the duration of the services, and the terms and conditions in this tariff. Customers will also be required to execute any other documents as may be reasonably requested by the Company.
- C. Except as otherwise stated in the tariff, at the expiration of the initial term specified in each Service Order, or in any extension thereof, service shall continue on a month to month basis at the then current rates unless terminated by either party upon notice. Any termination shall not relieve the Customer of its obligation to pay any charges incurred under the service order and this tariff prior to termination. The rights and obligations that by their nature extend beyond the termination of the term of the service order shall survive such termination.
- D. Service may be terminated upon written notice to the Customer if:
 - 1. the Customer is using the service in violation of this tariff; or
 - 2. the Customer is using the service in violation of the law.
- E. This tariff shall be interpreted and governed by the laws of the State of New York without regard for its choice of laws provision.

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SECTION 2 - RULES AND REGULATIONS (CONT'D.)

2.1 Undertaking of the Company (Cont'd.)

2.1.3 Terms and Conditions (Cont'd.)

- F. Any Other Telephone Company may not interfere with the right of any person or entity to obtain service directly from the Company. No person or entity shall be required to make any payment, incur any penalty, monetary or otherwise, or purchase any services in order to have the right to obtain service directly from the Company.
- G. To the extent that either the Company or any Other Telephone Company exercises control over available cable pairs, conduit, duct space, raceways, or other facilities needed by the other to reach a person or entity, the party exercising such control shall make them available to the other on terms equivalent to those under which the Company makes similar facilities under its control available to its Customers. At the reasonable request of either party, the Company and the Other Telephone Company shall jointly attempt to obtain from the owner of the property access for the other party to serve a person or entity.

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SECTION 2 - RULES AND REGULATIONS (CONT'D.)

2.1 Undertaking of the Company (Cont'd.)

2.1.4 Limitations on Liability

- A. Except as otherwise stated in this section, the liability of the Company for damages arising out of either: (1) the furnishing of its services, including but not limited to mistakes, omissions, interruptions, delays, or errors, or other defects, representations, or use of these services or (2) the failure to furnish its service, whether caused by acts or omission, shall be limited to the extension of allowances to the Customer for interruptions in service as set forth in Section 2.6.
- B. Except for the extension of allowances to the Customer for interruptions in service as set forth in Section 2.6, the Company shall not be liable to a Customer or third party for any direct, indirect, special, incidental, reliance, consequential, exemplary or punitive damages, including, but not limited to, loss of revenue or profits, for any reason whatsoever, including, but not limited to, any act or omission, failure to perform, delay, interruption, failure to provide any service or any failure in or breakdown of facilities associated with the service.
- C. The liability of the Company for errors in billing that result in overpayment by the Customer shall be limited to a credit equal to the dollar amount erroneously billed or, in the event that payment has been made and service has been discontinued, to a refund of the amount erroneously billed.

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SECTION 2 - RULES AND REGULATIONS (CONT'D.)

2.1 Undertaking of the Company (Cont'd.)

2.1.4 Limitations on Liability (Cont'd.)

- D. The Company shall be indemnified and saved harmless by the Customer from and against all loss, liability, damage and expense, including reasonable counsel fees, due to:
1. Any act or omission of: (a) the Customer, (b) any other entity furnishing service, equipment or facilities for use in conjunction with services or facilities provided by the Company; or (c) common carriers or warehousemen, except as contracted by the Company;
 2. Any delay or failure of performance or equipment due to causes beyond the Company's control, including but not limited to, acts of God, fires, floods, earthquakes, hurricanes, or other catastrophes; national emergencies, insurrections, riots, wars or other civil commotions; strikes, lockouts, work stoppages or other labor difficulties; criminal actions taken against the Company; unavailability, failure or malfunction of equipment or facilities provided by the Customer or third parties; and any law, order, regulation or other action of any governing authority or agency thereof;
 3. Any unlawful or unauthorized use of the Company's facilities and services;
 4. Libel, slander, invasion of privacy or infringement of patents, trade secrets, or copyrights arising from or in connection with the material transmitted by means of Company-provided facilities or services; or by means of the combination of Company-provided facilities or services;
 5. Breach in the privacy or security of communications transmitted over the Company's facilities;

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SECTION 2 - RULES AND REGULATIONS (CONT'D.)

2.1 Undertaking of the Company (Cont'd.)

2.1.4 Limitations on Liability (Cont'd.)

D. (Cont'd.)

6. Changes in any of the facilities, operations or procedures of the Company that render any equipment, facilities or services provided by the Customer obsolete, or require modification or alteration of such equipment, facilities or services, or otherwise affect their use or performance, except where reasonable notice is required by the Company and is not provided to the Customer, in which event the Company's liability is limited as set forth in paragraph A. of this Subsection 2.1.4.
7. Defacement of or damage to Customer premises resulting from the furnishing of services or equipment on such premises or the installation or removal thereof;
8. Injury to property or injury or death to persons, including claims for payments made under Workers' Compensation law or under any plan for employee disability or death benefits, arising out of, or caused by, any act or omission of the Customer, or the construction, installation, maintenance, presence, use or removal of the Customer's facilities or equipment connected, or to be connected to the Company's facilities;
9. Any non-completion of calls due to network busy conditions;
10. Any calls not actually attempted to be completed during any period that service is unavailable;
11. And any other claim resulting from any act or omission of the Customer or patron(s) of the Customer relating to the use of Company services or facilities.

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SECTION 2 - RULES AND REGULATIONS (CONT'D.)

2.1 Undertaking of the Company (Cont'd.)

2.1.4 Limitations on Liability (Cont'd.)

- E. The Company does not guarantee nor make any warranty with respect to installations provided by it for use in an explosive atmosphere.
- F. The Company makes no warranties or representations, EXPRESS OR IMPLIED, either in fact or by operation of law, statutory or otherwise, including warranties of merchantability or fitness for a particular use, except those expressly set forth herein.
- G. Failure by the Company to assert its rights pursuant to one provision of this rate sheet does not preclude the Company from asserting its rights under other provisions.
- H. Directory Errors - In the absence of gross negligence or willful misconduct, no liability for damages arising from errors or mistakes in or omissions of directory listings, or errors or mistakes in or omissions of listing obtainable from the directory assistance operator, including errors in the reporting thereof, shall attach to the Company. An allowance for errors or mistakes in or omissions of published directory listings or for errors or mistakes in or omissions of listing obtainable from the directory assistance operator shall be at the monthly tariff rate for each listing, or in the case of a free or no-charge directory listing, credit shall equal two times the monthly tariff rate for an additional listing, for the life of the directory or the charge period during which the error, mistake or omission occurs.

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SECTION 2 - RULES AND REGULATIONS (CONT'D.)

2.1 Undertaking of the Company (Cont'd.)

2.1.4 Limitations on Liability (Cont'd.)

I. With respect to Emergency Number 911 Service:

1. This service is offered solely as an aid in handling assistance calls in connection with fire, police and other emergencies. The Company is not responsible for any losses, claims, demands, suits or any liability whatsoever, whether suffered, made instituted or asserted by the Customer or by any other party or person for any personal injury or death of any person or persons, and for any loss, damage or destruction of any property, whether owned by the Customer or others, caused or claimed to have been caused by: (1) mistakes, omissions, interruptions, delays, errors or other defects in the provision of service, of (2) installation, operation, failure to operate, maintenance, removal, presence, condition, local or use of any equipment and facilities furnishing this service.
2. Neither is the Company responsible for any infringement, nor invasion of the right of privacy of any person or persons, caused or claimed to have been caused directly or indirectly, by the installation, operation, failure to operate, maintenance, removal, presence, condition, occasion or use of emergency 911 service features and the equipment associated therewith, or by any services furnished by the Company, including, but not limited to the identification of the telephone number, address or name associated with the telephone used by the party or parties accessing emergency 911 service, and which arise out of the negligence or other wrongful act of the Company, the Customer, its users, agencies or municipalities, or the employees or agents of any one of them.

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SECTION 2 - RULES AND REGULATIONS (CONT'D.)

2.1 Undertaking of the Company (Cont'd.)

2.1.4 Limitations on Liability (Cont'd.)

I. With respect to Emergency Number 911 Service (Cont'd.)

3. When a Customer with a nonpublished telephone number, as defined herein, places a call to the emergency 911 service, the Company will release the name and address of the calling party, where such information can be determined, to the appropriate local governmental authority responsible for emergency 911 service upon request of such governmental authority. By subscribing to service under this rate sheet, the Customer acknowledges and agrees with the release of information as described above.

2.1.5 Notification of Service-Affecting Activities

The Company will provide the Customer reasonable notification of service-affecting activities that may occur in normal operation of its business. Such activities may include, but are not limited to, equipment or facilities additions, removals or rearrangements and routine preventative maintenance. Generally, such activities are not specific to an individual Customer but affect many Customers' services. No specific advance notification period is applicable to all service activities. The Company will work cooperatively with the Customer to determine the reasonable notification requirements. With some emergency or unplanned service-affecting conditions, such as an outage resulting from cable damage, notification to the Customer may not be possible.

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SECTION 2 - RULES AND REGULATIONS (CONT'D.)

2.1 Undertaking of the Company (Cont'd.)

2.1.6 Provision of Equipment and Facilities

- A. The Company shall use reasonable efforts to make available services to a Customer on or before a particular date, subject to the provisions of and compliance by the Customer with, the regulations contained in this tariff. The Company does not guarantee availability by any such date and shall not be liable for any delays in commencing service to any Customer.
- B. The Company shall use reasonable efforts to maintain only the facilities and equipment that it furnishes to the Customer. The Customer may not, nor may the Customer permit others to, rearrange, disconnect, remove, attempt to repair, or otherwise interfere with any of the facilities or equipment installed by the Company, except upon the written consent of the Company.
- C. The Company may substitute, change or rearrange any equipment or facility at any time and from time to time, but shall not thereby alter the technical parameters of the service provided the Customer.
- D. Equipment the Company provides or installs at the Customer Premises for use in connection with the services the Company offers shall not be used for any purpose other than that for which it was provided.
- E. The Customer shall be responsible for the payment of service charges as set forth herein for visits by the Company's agents or employees to the Premises of the Customer when the service difficulty or trouble report results from the use of equipment or facilities provided by any party other than the Company, including but not limited to the Customer.

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SECTION 2 - RULES AND REGULATIONS (CONT'D.)

2.1 Undertaking of the Company (Cont'd.)

2.1.6 Provision of Equipment and Facilities (Cont'd.)

F. The Company shall not be responsible for the installation, operation, or maintenance of any Customer-provided communications equipment. Where such equipment is connected to the facilities furnished pursuant to this tariff, the responsibility of the Company shall be limited to the furnishing of facilities offered under this tariff and to the maintenance and operation of such facilities. Subject to this responsibility, the Company shall not be responsible for:

1. the transmission of signals by Customer-provided equipment or for the quality of, or defects in, such transmission; or
2. the reception of signals by Customer-provided equipment.

2.1.7 Non-routine Installation

At the Customer's request, installation and/or maintenance may be performed outside the Company's regular business hours or in hazardous locations. In such cases, charges based on cost of the actual labor, material, or other costs incurred by or charged to the Company will apply. If installation is started during regular business hours but, at the Customer's request, extends beyond regular business hours into time periods including, but not limited to, weekends, holidays, and/or night hours, additional charges may apply.

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SECTION 2 - RULES AND REGULATIONS (CONT'D.)

2.1 Undertaking of the Company (Cont'd.)

2.1.8 Special Construction

Subject to the agreement of the Company and to all of the regulations contained in this tariff, special construction of facilities may be undertaken on a reasonable efforts basis at the request of the Customer. Special construction is that construction undertaken:

- A. where facilities are not presently available, and there is no other requirement for the facilities so constructed;
- B. of a type other than that which the Company would normally utilize in the furnishing of its services;
- C. over a route other than that which the Company would normally utilize in the furnishing of its services;
- D. in a quantity greater than that which the Company would normally construct;
- E. on an expedited basis;
- F. on a temporary basis until permanent facilities are available;
- G. involving abnormal costs; or
- H. in advance of its normal construction.

2.1.9 Ownership of Facilities

Title to all facilities provided in accordance with this rate sheet remains in the Company, its partners, agents, contractors or suppliers.

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2.2 Prohibited Uses

- 2.2.1 The services the Company offers shall not be used for any unlawful purpose or for any use as to which the Customer has not obtained all required governmental approvals, authorizations, licenses, consents and permits.
- 2.2.2 The Company may require applicants for service who intend to use the Company's offerings for resale and/or for shared use to file a letter with the Company confirming that their use of the Company's offerings complies with relevant laws and Department regulations, policies, orders, and decisions.
- 2.2.3 The Company may block any signals being transmitted over its Network by Customers that cause interference to the Company or other users. Customer shall be relieved of all obligations to make payments for charges relating to any blocked Service and shall indemnify the Company for any claim, judgment or liability resulting from such blockage.
- 2.2.4 A customer, joint user, or authorized user may not assign, or transfer in any manner, the service or any rights associated with the service without the written consent of the Company. The Company will permit a Customer to transfer its existing service to another entity if the existing Customer has paid all charges owed to the Company for regulated communications services. Such a transfer will be treated as a disconnection of existing service and installation of new service, and non-recurring installation charges as stated in this tariff will apply.

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2.3 Obligations of the Customer

2.3.1 General

The Customer is responsible for making proper application for service; placing any necessary order, complying with tariff regulations; payment of charges for services provided. Specific Customer responsibilities include, but are not limited to the following:

- A. the payment of all applicable charges pursuant to this tariff;
- B. damage to or loss of the Company's facilities or equipment caused by the acts or omissions of the Customer; or the noncompliance by the Customer, with these regulations; or by fire or theft or other casualty on the Customer Premises, unless caused by the negligence or willful misconduct of the employees or agents of the Company;
- C. providing at no charge, as specified from time to time by the Company, any needed personnel, equipment space and power to operate Company facilities and equipment installed on the premises of the Customer, and the level of heating and air conditioning necessary to maintain the proper operating environment on such premises;
- D. obtaining, maintaining, and otherwise having full responsibility for all rights-of-way and conduits necessary for installation of fiber optic cable and associated equipment used to provide Communication Services to the Customer from the cable building entrance or property line to the location of the equipment space described in 2.3.1.C. Any and all costs associated with obtaining and maintaining the rights-of-way described herein, including the costs of altering the structure to permit installation of the Company-provided facilities, shall be borne entirely by, or may be charged by the Company to, the Customer. The Company may require the Customer to demonstrate its compliance with this section prior to accepting an order for service;

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2.3 Obligations of the Customer (Cont'd.)

2.3.1 General (Cont'd.)

- E. providing a safe place to work and complying with all laws and regulations regarding the working conditions on the premises at which Company employees and agents shall be installing or maintaining the Company's facilities and equipment. The Customer may be required to install and maintain Company facilities and equipment within a hazardous area if, in the Company's opinion, injury or damage to the Company's employees or property might result from installation or maintenance by the Company. The Customer shall be responsible for identifying, monitoring, removing and disposing of any hazardous material (e.g. asbestos) prior to any construction or installation work;
- F. complying with all laws and regulations applicable to, and obtaining all consents, approvals, licenses and permits as may be required with respect to, the location of Company facilities and equipment in any Customer premises or the rights-of-way for which Customer is responsible under Section 2.3.1.D; and granting or obtaining permission for Company agents or employees to enter the premises of the Customer at any time for the purpose of installing, inspecting, maintaining, repairing, or upon termination of service as stated herein, removing the facilities or equipment of the Company;
- G. not creating, or allowing to be placed, any liens or other encumbrances on the Company's equipment or facilities; and
- H. making Company facilities and equipment available periodically for maintenance purposes at a time agreeable to both the Company and the Customer. No allowance will be made for the period during which service is interrupted for such purposes.

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2.3 Obligations of the Customer (Cont'd.)

2.3.2 Liability of the Customer

- A. The Customer will be liable for damages to the facilities of the Company and for all incidental and consequential damages caused by the negligent or intentional acts or omissions of the Customer, its officers, employees, agents, invites, or contractors where such acts or omissions are not the direct result of the Company's negligence or intentional misconduct.
- B. To the extent caused by any negligent or intentional act of the Customer as described in A., preceding, the Customer shall indemnify, defend and hold harmless the Company from and against all claims, actions, damages, liabilities, costs and expenses, including reasonable attorneys' fees, for (1) any loss, destruction or damage to property of any third party, and (2) any liability incurred by the Company to any third party pursuant to this or any other rate sheet of the Company, or otherwise, for any interruption of, interference to, or other defect in any service provided by the Company to such third party.
- C. The Customer shall not assert any claim against any other Customer or user of the Company's services for damages resulting in whole or in part from or arising in connection with the furnishing of service under this rate sheet including but not limited to mistakes, omissions, interruptions, delays, errors or other defects or misrepresentations, whether or not such other Customer or user contributed in any way to the occurrence of the damages, unless such damages were caused solely by the negligent or intentional act or omission of the other Customer or user and not by any act or omission of the Company. Nothing in this rate sheet is intended either to limit or to expand Customer's right to assert any claims against third parties for damages of any nature other than those described in the preceding sentence.

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2.4 Customer Equipment and Channels

2.4.1 General

A User may transmit or receive information or signals via the facilities of the Company. The Company's services are designed primarily for the transmission of voice-grade telephonic signals, except as otherwise stated in this tariff. A User may transmit any form of signal that is compatible with the Company's equipment, but the Company does not guarantee that its services will be suitable for purposes other than voice-grade telephonic communication except as specifically stated in this tariff.

2.4.2 Station Equipment

- A. Terminal equipment on the User's Premises and the electric power consumed by such equipment shall be provided by and maintained at the expense of the User. The User is responsible for the provision of wiring or cable to connect its terminal equipment to the Company Point of Connection.
- B. The Customer is responsible for ensuring that Customer-provided equipment connected to Company equipment and facilities is compatible with such equipment and facilities. The magnitude and character of the voltages and currents impressed on Company-provided equipment and wiring by the connection, operation, or maintenance of such equipment and wiring shall be such as not to cause damage to the Company-provided equipment and wiring or injury to the Company's employees or to other persons. Any additional protective equipment required to prevent such damage or injury shall be provided by the Company at the Customer's expense, subject to prior Customer approval of the equipment expense.

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2.4 Customer Equipment and Channels (Cont'd.)

2.4.3 Interconnection of Facilities

- A. Any special interface equipment necessary to achieve compatibility between the facilities and equipment of the Company used for furnishing Communication Services and the channels, facilities, or equipment of others shall be provided at the Customer's expense.
- B. Communication Services may be connected to the services or facilities of other communications carriers only when authorized by, and in accordance with, the terms and conditions of the tariffs of the other communications carriers that are applicable to such connections.
- C. Facilities furnished under this tariff may be connected to Customer-provided terminal equipment in accordance with the provisions of this tariff. All such terminal equipment shall be registered by the Federal Communications Commission pursuant to Part 68 of Title 47, Code of Federal Regulations; and all User-provided wiring shall be installed and maintained in compliance with those regulations.
- D. Users may interconnect communications facilities that are used in whole or in part for interstate communications to services provided under this tariff only to the extent that the user is an "End User" as defined in Section 59.2(m), Title 47, Code of Federal Regulations (1992 edition).

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2.4 Customer Equipment and Channels (Cont'd.)

2.4.4 Inspections

- A. Upon suitable notification to the Customer, and at a reasonable time, the Company may make such tests and inspections as may be necessary to determine that the Customer is complying with the requirements set forth in Section 2.4.2.A. for the installation, operation, and maintenance of Customer-provided facilities, equipment, and wiring in the connection of Customer-provided facilities and equipment to Company-owned facilities and equipment.
- B. If the protective requirements for Customer-provided equipment are not being complied with, the Company may take such action as it deems necessary to protect its facilities, equipment, and personnel. The Company will notify the Customer promptly if there is any need for further corrective action. Within ten (10) days of receiving this notice, the Customer must take this corrective action and notify the Company of the action taken. If the Customer fails to do this, the Company may take whatever additional action is deemed necessary, including the suspension of service, to protect its facilities, equipment and personnel from harm.

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2.5 Payment Arrangements

2.5.1 Payment for Service

The Customer is responsible for the payment of all charges for facilities and services furnished by the Company to the Customer and to all Authorized Users by the Customer, regardless of whether those services are used by the Customer itself or are resold to or shared with other persons.

The Customer is responsible for payment of any sales, use, gross receipts, excise, access or other local, state, federal and 911 taxes, charges or surcharges (however designated) (excluding taxes on Company's net income) imposed on or based upon the provision, sale or use of Network Services.

The security of Customer PIN is the responsibility of the Customer. All calls placed using a PIN shall be billed to and shall be the obligation of the Customer. The Customer shall not be responsible for charges in connection with the unauthorized use of PINs arising after the Customer notifies the Company of the loss, theft, or other breach of security of such PINs.

Customers will only be charged once, on either an interstate or intrastate basis, for any nonrecurring charges.

2.5.2 Billing and Collection of Charges

The Customer is responsible for payment of all charges incurred by the Customer or other Authorized Users for services and facilities furnished to the Customer by the Company.

- A. Nonrecurring charges are due and payable within fifteen (15) days after the invoice date, unless otherwise agreed to in advance.
- B. The Company shall present invoices for recurring charges monthly to the Customer, in advance of the month in which service is provided, and Recurring Charges shall be due and payable within fifteen (15) days after the invoice date. When billing is based on customer usage, charges will be billed monthly for the preceding billing periods.

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2.5 Payment Arrangements (Cont'd.)

2.5.2 Billing and Collection of Charges (Cont'd.)

- C. When service does not begin on the first day of the month, or end on the last day of the month, the charge for the fraction of the month in which service was furnished will be calculated on a pro rata basis. For this purpose, every month is considered to have thirty (30) days.
- D. Billing of the Customer by the Company will begin on the Service Commencement Date, which is the first day following the date on which the Company notifies the Customer that the service or facility is available for use, except that the Service Commencement Date may be postponed by mutual agreement of the parties, or if the service or facility does not conform to standards set forth in this tariff or the Service Order. Billing accrues through and includes the day that the service, circuit, arrangement or component is discontinued.
- E. If any portion of the payment is not received by the Company, or if any portion of the payment is received by the Company in funds that are not immediately available, by the due date on the bill, then a late payment penalty shall be due the Company. The late payment penalty shall be that portion of the payment not received by the date due minus any charges billed as local taxes multiplied by 1.5% or the highest allowable by law. A Finance Charge of 1.5% shall apply to the outstanding balance of charges, as at the end of the "Due Before Date", with effect from the second month after the charges are first applied, and every month thereafter. Late payment charges do not apply to government agencies of the State of New York. These agencies are required to make payment in accordance with the provisions of Article XI-A of the State Finance Law (Chapter 153 of the Laws of 1984).
- F. Customers will be assessed a charge, as set forth in the Current Rates section of this Tariff, for each check submitted by the Customer to the Company that a financial institution refuses to honor.
- G. If service is disconnected by the Company in accordance with Section 2.5.7 following and later restored, restoration of service will be subject to all applicable installation charges

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2.5 Payment Arrangements (Cont'd.)

2.5.3 Customer Overpayments

The Company will provide interest on Customer overpayments that are not refunded within 30 days of the date the Company receives the overpayment. An overpayment is considered to have occurred when payment in excess of the correct charges for service is made because of erroneous Company billing. The Customer will be issued reimbursement for the overpayment, plus interest, or, if agreed to by the Customer, credit for the amount will be provided on the next regular Company bill. The rate of interest shall be the greater of the Customer deposit interest rate or the Company's applicable late payment rate.

Interest shall be paid from the date when overpayment was made, adjusted for any changes in the deposit rate or late payment rate, and compounded monthly, until the date when the overpayment is refunded. The date when overpayment is considered to have been made will be the date on which the Customer overpayment was originally recorded to the Customer account by the Company.

2.5.4 Disputed Bills

- A. In the event that a billing dispute occurs concerning any charges billed to the Customer by the Company, the Company may require the Customer to pay the undisputed portion of the bill to avoid discontinuance of service for non-payment. The Customer must submit a documented claim for the disputed amount. The Customer will submit all documentation as may reasonably be required to support the claim. All claims must be submitted to the Company within 90 days of receipt of billing for those services. If the Customer does not submit a claim as stated above, the Customer waives all rights to filing a claim thereafter.
- B. Unless disputed the invoice shall be deemed to be correct and payable in full by the Customer. If the Customer is unable to resolve any dispute with the Company, then the Customer may file a complaint with the New York Department of Public Service, Three Empire State Plaza, Albany, New York 12223.
- C. If the dispute is resolved in favor of the Customer and the Customer has withheld the disputed amount, no interest credits or penalties will apply.

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2.5 Payment Arrangements (Cont'd.)

2.5.5 Advance Payments

To safeguard its interests, the Company may require a Customer to make an advance payment before services and facilities are furnished. The advance payment will not exceed an amount equal to the non-recurring charge(s) and one month's charges for the service or facility. In addition, where special construction is involved, the advance payment may also include an amount equal to the estimated non-recurring charges for the special construction and recurring charges (if any) for a period to be set between the Company and the Customer. The advance payment will be credited to the Customer's initial bill. An advance payment may be required in addition to a deposit. The Company will not condition service upon payment in advance for any person it knows to be a recipient of public assistance, supplemental security income, or additional State payments.

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2.5 Payment Arrangements (Cont'd.)

2.5.6 Deposits

Subject to special provisions as may be set forth in this tariff, any applicant or Customer whose financial responsibility is not established to the satisfaction of the Company may be required to deposit a sum up to an amount equal to the total of the estimated local service and intraLATA toll charges for up to two months for the facilities and service. If the minimum period of service for the requested facilities and service is more than one month, as specified in this Tariff, the Customer may also be required to deposit a sum up to an amount equal to the total charges for service for the minimum service period less any connection charge paid by the Customer.

The fact that a deposit has been made shall in no way relieve the applicant or Customer from complying with the Tariff regulations for the prompt payment of bills on presentation. Each applicant from whom a deposit is collected will be given a certificate of deposit and circular containing the terms and conditions applicable to deposits, in accordance with the Rules and Regulations of the Department pertaining to Customer deposits.

A. Interest on Deposits

Simple interest at the rate specified by the Department shall be credited or paid to the Customer while the Company holds the deposit.

B. Inadequate Deposit

If the amount of a deposit is proven to be less than required to meet the requirements specified above, the Customer shall be required to pay an additional deposit upon request.

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2.5 Payment Arrangements (Cont'd.)

2.5.6 Deposits (Cont'd.)

C. Return of Deposit

When a deposit is to be returned, the Customer may request that the full amount of the deposit be issued by check. If the Customer requests that the full amount be credited to amounts owed the Company, the Company will process the transaction on the billing date and apply the deposit to any amount currently owed to the Company, and return any remaining amount of the deposit to the Customer by check

D. For Residential Customers

1. General

Except as provided in the following, the Company may require a deposit, as described in Section 2.5.6 A-C of this tariff, from a residential Customer who is applying for service if the Customer:

- a. has had service terminated for nonpayment once within the preceding six month period.
- b. is delinquent in payment. A Customer is delinquent in payment if that Customer has received two consecutive telephone bills without making payment of at least one-half the total arrears due on the due date of the second bill. A Customer is not considered delinquent, however, if an amount in dispute is not paid before the dispute is resolved.
- c. fails to provide reasonable proof of identity.
- d. does not give the Company permission to determine the existence of reportable charges or if the Customer has been terminated for nonpayment during the preceding six (6) months on a current or previous account with other local telephone companies.

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2.5 Payment Arrangements (Cont'd.)

2.5.6 Deposits (Cont'd.)

D. For Residential Customers (Cont'd.)

1. General (Cont'd.)

An existing Customer is an applicant for service who was a Customer of the Company within twelve months of making the request, provided that prior service was not terminated for nonpayment, unless service is requested within 10 days of such termination for nonpayment. Applicants for residential service and existing residential Customers are permitted to pay deposits in installments over a period not to exceed 6 months.

A new Customer is an applicant for service who has not been a Customer of the Company within twelve months of making the request for service. A new Customer shall not be required to post a security deposit as a condition of receiving telephone service.

A seasonal Customer is an individual who applies for and receives telephone service periodically each year, intermittently during the year or at other regular intervals scheduled at the time of application. A seasonal Customer may be required to post a deposit.

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2.5 Payment Arrangements (Cont'd.)

2.5.6 Deposits (Cont'd.)

D. For Residential Customers (Cont'd.)

2. Customers Exempt from Deposits

A new Customer or existing Customer who is 62 years of age or older shall be exempt from any deposit requirement unless such person's telephone service was terminated for nonpayment during the preceding six months. Proof of age will be required from any person claiming exemption from deposit requirements because of age. If the proof requested by the Company is not received within 30 days from the date service is connected, or 30 days from the date that verification of age is requested from an existing Customer, the Company may suspend or terminate service unless the Customer pays the required deposit. Any new Customer or existing Customer 62 years of age or older shall be permitted to pay a deposit in installments over a period not to exceed 12 months.

The Company shall not require any person it knows to be a recipient of public assistance, supplemental security income or additional state payments to post a deposit.

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2.5 Payment Arrangements (Cont'd.)

2.5.6 Deposits (Cont'd.)

D. For Residential Customers (Cont'd.)

3. Recent Payment History

A Customer who has a recent payment history (within the preceding twelve months) with the Company are entitled to service without payment of a deposit unless their records indicate that they are delinquent in payment or have had service terminated for nonpayment. A Customer who still owes money to the Company for residential service on a prior account shall be offered a deferred payment plan provided that the Customer had service for three months and was not terminated for nonpayment during that period.

New deposits from a residential Customer is reviewed after the first three (3) monthly bills have been rendered; if too much has been taken, the excess is returned. The entire deposit is returned to a residential Customer after 1 year, unless the Customer is delinquent in payment, in which case the Company may continue to retain the deposit until the delinquency is satisfied. If the service is discontinued, the deposit is applied against the final bill, and any balance is returned to the Customer.

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2.6 Discontinuance of Service

2.6.1 Suspension or Termination for Nonpayment

In the event that any bill rendered or any deposit required is not paid, the Company may suspend service or terminate service until the bill or the required deposit has been paid. If service is suspended or terminated for nonpayment, the Customer will be billed a Connection Charge as well as any payment due and any applicable deposits upon reconnection.

- A. Termination shall not be made until at least 20 days after written notification has been mailed to the billing address of the Customer.
- B. Suspension will not be made until at least 8 days after written notification has been mailed to the Customer and 20 days before the termination notice.

Telephone service shall only be suspended during the hours between 8:00 AM and 4:00 PM, Monday through Thursday and between the hours of 8:00 AM and 3:00 PM on Friday. It shall not be suspended or terminated for nonpayment on weekends, public holidays, other federal and state holidays proclaimed by the President or the Governor, or on days when the main business office of the Company is not open for business, or during the periods from December 23rd through December 26th or December 30th through January 2nd.

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2.6 Discontinuance of Service (Cont'd.)

2.6.2 Exceptions to Suspension and Termination

Telephone service shall not be suspended or terminated for:

- A. Nonpayment of bills rendered for charges other than telephone service or deposits requested in connection with telephone service;
- B. Nonpayment for service for which a bill has not been rendered;
- C. Nonpayment for services that have not been rendered;
- D. Nonpayment of any billed charge which is in dispute or for the nonpayment of a deposit which is in dispute during the period before a determination of the dispute is made by the Company in accordance with Company's complaint handling procedures. These procedures are in accordance with the Department of Public Service Rules and Regulations contained in Part 609 of 16 NYCRR.

Telephone service may be suspended or terminated for nonpayment of the undisputed portion of a disputed bill or deposit if the Customer does not pay the undisputed portion after being asked to do so.

- E. Nonpayment of backbilled amounts.

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2.6 Discontinuance of Service (Cont'd.)

2.6.3 Verification of Nonpayment

Telephone service shall not be suspended or terminated for nonpayment of a bill rendered or a required deposit unless:

- A. The Company has verified, in a manner approved by the Department of Public Service, that payment has not been received at any office of the Company or at any office of an authorized collection agent through the end of the period indicated in the notice, and
- B. The Company has checked the Customer's account on the day that suspension or termination is to occur to determine whether payment has been posted to the Customer's account as of the opening of business on that day.

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2.6 Discontinuance of Service (Cont'd.)

2.6.4 Termination For Cause Other Than Nonpayment

A. General

The Company, after notice in writing to the Customer and after having given the Customer an appropriate opportunity to respond to such notice, may terminate service and sever the connection(s) from the Customer's premises under the following conditions:

1. in the event of prohibited, unlawful or improper use of the facilities or service, or any other violation by the Customer of the rules and regulations governing the facilities and service furnished, or
2. if, in the judgment of the Company, any use of the facilities or service by the Customer may adversely affect the Company's personnel, plant, property or service. The Company shall have the right to take immediate action, including termination of the service and severing of the connection, without notice to the Customer when injury or damage to telephone personnel, plant, property or service is occurring, or is likely to occur, or
3. in the event of unauthorized use, where the Customer fails to take reasonable steps to prevent the unauthorized use of the facilities or service received from the Company, or
4. in the event that service is connected for a Customer who is indebted to the Company for service or facilities previously furnished, that service may be terminated by the Company unless the Customer satisfies the indebtedness within 20 days after written notification.

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2.6 Discontinuance of Service (Cont'd.)

2.6.4 Termination For Cause Other Than Nonpayment (Cont'd.)

B. Prohibited, Unlawful or Improper Use of the Facilities or Service

Prohibited, unlawful or improper use of the facilities or service includes, but is not limited to:

1. The use of facilities or service of the Company without payment of Tariff charges;
2. Calling or permitting others to call another person or persons so frequently or at such times of the day or in such manner as to harass, frighten, abuse or torment such other person or persons;
3. The use of profane or obscene language;
4. The use of the service in such a manner such that it interferes with the service of other Customers or prevents them from making or receiving calls;
5. The use of a mechanical dialing device or recorded announcement equipment to seize a Customer's line, thereby interfering with the Customer's use of the service;
6. Permitting fraudulent use.

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2.6 Discontinuance of Service (Cont'd.)

2.6.4 Termination For Cause Other Than Nonpayment (Cont'd.)

C. Abandonment or Unauthorized Use of Facilities

1. If it is determined that facilities have been abandoned, or are being used by unauthorized persons, or that the Customer has failed to take reasonable steps to prevent unauthorized use, the Company may terminate telephone service.
2. In the event that telephone service is terminated for abandonment of facilities or unauthorized use and service is subsequently restored to the same Customer at the same location:
 - No charge shall apply for the period during which service had been terminated, and
 - Reconnection charges will apply when service is restored. However, no charge shall be made for reconnection if the service was terminated due to an error on the part of the Company.

D. Change in the Company's Ability to Secure Access

Any change in the Company's ability (a) to secure and retain suitable facilities and rights for the construction and maintenance of the necessary circuits and equipment or (b) to secure and retain suitable space for its plant and facilities in the building where service is provided to the Customer may require termination of a Customer's service until such time as new arrangements can be made. No charges will be assessed the Customer while service is terminated, and no connection charges will apply when the service is restored.

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2.6 Discontinuance of Service (Cont'd.)

2.6.5 Emergency Termination of Service

The Company will immediately terminate the service of any Customer, on request, when the Customer has reasonable belief that the service is being used by an unauthorized person or persons. The Company may require that the request be submitted in writing as a follow-up to a request made by telephone.

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2.7 Cancellation of Application for Service

- 2.7.1 Applications for service cannot be canceled without the Company's agreement. Where the Company permits a Customer to cancel an application for service prior to the start of service or prior to any special construction, no charges will be imposed except for those specified below.
- 2.7.2 Where, prior to cancellation by the Customer, the Company incurs any expenses in installing the service or in preparing to install the service that it otherwise would not have incurred, a charge equal to the costs incurred by the Company, less net salvage, shall apply, but in no case shall this charge exceed the sum of the charge for the minimum period of services ordered, including installation charges, and all charges others levy against the Company that would have been chargeable to the Customer had service commenced (all discounted to present value at six percent).
- 2.7.3 Where the Company incurs any expense in connection with special construction, or where special arrangements of facilities or equipment have begun, before the Company receives a cancellation notice, a charge equal to the costs incurred by the Company, less net salvage, applies. In such cases, the charge will be based on such elements as the cost of the equipment, facilities, and material, the cost of installation, engineering, labor, and supervision, general and administrative expense, other disbursements, depreciation, maintenance, taxes, provision for return on investment, and any other costs associated with the special construction or arrangements.
- 2.7.4 The special charges described in 2.7.3 will be calculated and applied on a case-by-case basis.

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2.8 Changes in Service Requested

If the Customer makes or requests material changes in circuit engineering, equipment specifications, service parameters, premises locations, or otherwise materially modifies any provision of the application for service, the Customer's installation fee shall be adjusted accordingly.

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2.9 Allowances for Interruptions in Service

Interruptions in service that are not due to the negligence of, or noncompliance with the provisions of this tariff by, the Customer or the operation or malfunction of the facilities, power or equipment provided by the Customer, will be credited to the Customer as set forth in 2.9.1 for the part of the service that the interruption affects.

2.9.1 General

- A. A credit allowance will be given when service is interrupted, except as specified below. A service is interrupted when it becomes inoperative to the Customer, e.g., the Customer is unable to transmit or receive, because of a failure of a component furnished by the Company under this rate sheet.
- B. An interruption period begins when the Customer reports a service, facility or circuit to be inoperative and, if necessary, releases it for testing and repair. An interruption period ends when the service, facility or circuit is operative.
- C. If the Customer reports a service, facility or circuit to be interrupted but declines to release it for testing and repair, or refuses access to its premises for test and repair by the Company, the service, facility or circuit is considered to be impaired but not interrupted. No credit allowances will be made for a service, facility or circuit considered by the Company to be impaired.
- D. The Customer shall be responsible for the payment of service charges as set forth herein for visits by the Company's agents or employees to the premises of the Customer when the service difficulty or trouble report results from the use of equipment or facilities provided by any party other than the Company, including but not limited to the Customer.

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2.9 Allowances for Interruptions in Service (Cont'd.)

2.9.2 Limitations of Allowances

No credit allowance will be made for any interruption in service:

- A. Due to the negligence of or noncompliance with the provisions of this rate sheet by any person or entity other than the Company, including but not limited to the Customer;
- B. Due to the failure of power, equipment, systems, connections or services not provided by the Company;
- C. Due to circumstances or causes beyond the reasonable control of the Company;
- D. During any period in which the Company is not given full and free access to its facilities and equipment for the purposes of investigating and correcting interruptions;
- E. A service will not be deemed to be interrupted if a Customer continues to voluntarily make use of such service. If the service is interrupted, the Customer can get a service credit, use another means of communications provided by the Company (pursuant to Section 2.9.3), or utilize another service provider;
- F. During any period when the Customer has released service to the Company for maintenance purposes or for implementation of a Customer order for a change in service arrangements;
- G. That occurs or continues due to the Customer's failure to authorize replacement of any element of special construction; and
- H. That was not reported to the Company within thirty (30) days of the date that service was affected.

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2.9 Allowances for Interruptions in Service (Cont'd.)

2.9.3 Use of Another Means of Communications

If the Customer elects to use another means of communications during the period of interruption, the Customer must pay the charges for the alternative service used.

2.9.4 Cancellation For Service Interruption

Cancellation or termination for service interruption is permitted only if any circuit experiences a single continuous outage of 8 hours or more or cumulative service credits equaling 16 hours in a continuous 12-month period. The right to cancel service under this provision applies only to the single circuit that has been subject to the outage or cumulative service credits.

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2.10 Use of Customer's Service by Others

2.10.1 Joint Use Arrangements

Joint use arrangements will be permitted for all services provided under this tariff. From each joint use arrangement, one member will be designated as the Customer responsible for the manner in which the joint use of the service will be allocated. The Company will accept orders to start, rearrange, relocate, or discontinue service only from the designated Customer. Without affecting the Customer's ultimate responsibility for payment of all charges for the service, each joint user shall be responsible for the payment of the charges billed to it.

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2.11 Cancellation of Service/Termination Liability

If a Customer cancels a Service Order or terminates services before the completion of the term for any reason whatsoever other than a service interruption (as defined in Section 2.9.1 above), the Customer agrees to pay to the Company termination liability charges, as defined below. These charges shall become due as of the effective date of the cancellation or termination and be payable within the period, set forth in Section 2.5.2.

2.11.1 Termination Liability

The Customer's termination liability for cancellation of service shall be equal to:

- A. all unpaid Non-Recurring charges reasonably expended by the Company to establish service to the Customer; plus
- B. any disconnection, early cancellation or termination charges reasonably incurred and paid to third parties by the Company on behalf of the Customer; plus
- C. all Recurring Charges specified in the applicable Service Order Tariff for the balance of the then current term discounted at the prime rate announced in the Wall Street Journal on the third business day following the date of cancellation;
- D. minus a reasonable allowance for costs avoided by the Company as a direct result of the Customer's cancellation.

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2.12 Cancellation by Customer

Customers may cancel service verbally or in writing. The company shall hold the Customer responsible for payment of all charges, including fixed fees, surcharges, etc., which accrue up to the cancellation date. Customers that cancel the primary local exchange line will have the entire Account disconnected, including any secondary line and all associated features. In the event the Customer executes a term commitment agreement with the Company, the Customer must cancel service and terminate the agreement in accordance with the agreement terms.

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2.13 Transfers and Assignments

Neither the Company nor the Customer may assign or transfer its rights or duties in connection with the services and facilities provided by the Company without the written consent of the other party, except that the Company may assign its rights and duties:

- to any subsidiary, parent company or affiliate of the Company; or
- pursuant to any sale or transfer of substantially all the assets of the Company; or
- pursuant to any financing, merger or reorganization of the Company.

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2.14 Customer Liability for Unauthorized Use of the Network

Unauthorized use of the network occurs when a person or entity that does not have actual, apparent, or implied authority to use the network, obtains the Company's services provided under this rate sheet.

2.14.1 Customer Liability for Fraud and Unauthorized Use of the Network

- A. The Customer is liable for the unauthorized use of the network obtained through the fraudulent use of a Company calling card, if such a card is offered by the Company, or an accepted credit card, provided that the unauthorized use occurs before the Company has been notified.
- B. A Company calling card is a telephone calling card issued by the Company at the Customer's request, which enables the Customer or user(s) authorized by the Customer to place calls over the Network and to have the charges for such calls billed to the Customer's account.

An accepted credit card is any credit card that a cardholder has requested or applied for and received, or has signed, used, or authorized another person to use to obtain credit. Any credit card issued as a renewal or substitute in accordance with this paragraph is an accepted credit card when received by the cardholder.

- C. The Customer must give the Company written or oral notice that an unauthorized use of a Company calling card, or an accepted credit card has occurred or may occur as a result of loss, and/or theft.
- D. The Customer is responsible for payment of all charges for calling card services furnished to the Customer or to users authorized by the Customer to use service provided under this rate sheet, unless due to the negligence of the Company. This responsibility is not changed due to any use, misuse, or abuse of the Customer's service or Customer-provided equipment by third parties, the Customer's employees, or the public.

The liability of the Customer for unauthorized use of the Network by credit card fraud will not exceed the lesser of fifty dollars (\$50.00) or the amount of money, property, labor, or services obtained by the unauthorized user before notification to the Company.

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2.15 Notices and Communications

- 2.15.1 The Customer shall designate on the Service Order an address to which the Company shall mail or deliver all notices and other communications, except that the Customer may also designate a separate address to which the Company's bills for service shall be mailed.
- 2.15.2 The Company shall designate on the Service Order an address to which the Customer shall mail or deliver all notices and other communications, except that Company may designate a separate address on each bill for service to which the Customer shall mail payment on that bill.
- 2.15.3 Except as otherwise stated in this tariff, all notices or other communications required to be given pursuant to this tariff will be in writing. Notices and other communications of either party, and all bills mailed by the Company, shall be presumed to have been delivered to the other party on the third business day following placement of the notice, communication or bill with the U.S. Mail or a private delivery service, prepaid and properly addressed, or when actually received or refused by the addressee, whichever occurs first.
- 2.15.4 The Company or the Customer shall advise the other party of any changes to the addresses designated for notices, other communications or billing, by following the procedures for giving notice set forth herein.

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2.16 Taxes, Fees and Surcharges

The Customer is responsible for the payment of any sales, use, gross receipts, excise, access, or other local, state, and federal taxes, charges or surcharges (however designated) excluding taxes on the net income of the Company, imposed on or based upon the provision, sale, or use of services. Any taxes imposed by a local jurisdiction (e.g., county and municipal taxes) will only be recovered from those Customers located in the affected jurisdictions.

2.16.1 Surcharge For State Gross Income and Gross Earnings Taxes

A monthly surcharge to recover the additional expense related to the State Gross Income and Gross Earnings Taxes applies to the recurring and nonrecurring rates and charges for all intrastate service except returned check charges, late payment charges and rates for local coin calls. The applicable Gross Revenue Surcharge rates are shown in the Rate Schedule at the end of this tariff. Any changes to these rates will be filed on 15 days' notice to Customers and the Department, and as directed by the Department. Whenever the state levies a new tax on the Company's gross revenues, repeals such a tax, or changes the rate of such a tax, the Department may approve new surcharge factors, and the Company will file a revised rate schedule as directed or approved by the Department.

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2.16 Taxes, Fees and Surcharges (Cont'd.)

2.16.2 Village or Municipal Surcharge On Local Utility Gross Revenue Taxes

In certain cities and villages, a municipal surcharge related to the Local Utility Gross Revenue Taxes applies to the recurring and nonrecurring rates and charges for all intrastate service except returned check charges, late payment charges and rates for local coin calls. The percentage rate of the surcharge in each locality where such a surcharge applies is listed in the Rate Schedule at the end of this tariff.

The surcharge rate schedule shall be filed at least fifteen business days before the effective date. The effective date of the rate schedule shall not be prior to the effective date of the surcharge and no sooner than the date when the tax enactment is filed with the Secretary of State. The surcharge shall be applicable to bills subject to the tax enactment that are rendered on or after the effective date of the rate schedule. If the tax enactment either ceases to be effective or is modified so as to reduce the tax rate, the surcharge will be changed accordingly within 5 business days.

Introduction, cancellation, or modification of a surcharge will be effective on the date of the Customer's first bill rendered after the effective date of the change.

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2.17 Miscellaneous Provisions

2.17.1 Telephone Number Changes

Whenever any Customer telephone number is changed after a directory is published, the Company shall intercept all calls to the former number for at least one hundred and twenty (120) days and give the calling party the new number provided existing central office equipment will permit, and the Customer so desires.

When service in an existing location is continued for a new Customer, the existing telephone number may be retained by the new Customer only if the former Customer consents in writing, and if all charges against the account are paid or assumed by the new Customer.

2.17.2 Maintenance and Operations Records

Records of various tests and inspections, to include non-routine corrective maintenance actions or monthly traffic analysis summaries for network administration, necessary for the purposes of the Company or to fulfill the requirements of Department rules shall be kept on file in the office of the Company as required under Department rules.

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2.18 Additional Provisions Applicable to Business Customers

2.18.1 Application of Rates

- A. Business rates apply to service furnished:
 - 1. In office buildings, stores, factories and all other places of a business nature;
 - 2. In hotels, apartment houses, clubs and boarding and rooming houses except when service is within the Customer's domestic establishment and no business listings are provided; colleges, hospitals and other institutions; and in churches except when service is provided to an individual of the clergy for personal use only and business service is already established for the church at the same location;
 - 3. At any location when the listing or public advertising indicates a business or a profession;
 - 4. At any location where the service includes an extension that is at a location where business rates apply unless the extension is restricted to incoming calls;
 - 5. At any location where the Customer resells or shares exchange service;
- B. The use of business facilities and service is restricted to the Customer, Customers, agents and representatives of the Customer, and joint users.

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2.18 Additional Provisions Applicable to Business Customers (CONT'D.)

2.18.2 Telephone Number Changes

When a business Customer requests a telephone number change, the referral period for the disconnected number is 180 days.

The Company reserves all rights to the telephone numbers assigned to any Customer.

When service in an existing location is continued for a new Customer, the existing telephone number may be retained by the new Customer only if the former Customer consents in writing, and if all charges against the account are paid or assumed by the new Customer.

Deposits will be returned to a business Customer upon cancellation of service or after one year, whichever event occurs first, unless the Customer is delinquent in payment, in which case the Company will continue to retain the deposit until the delinquency is satisfied. If a service is involuntarily discontinued, the deposit is applied against the final bill, and any balance is returned to the Customer.

2.18.3 Dishonored Checks

If a business Customer who has received a notice of discontinuance pays the bill with a check that is subsequently dishonored, the account remains unpaid and the Company is not required to issue any additional notice before disconnecting service.

2.18.4 Deposits

Deposits will be returned to a business Customer upon cancellation of service or after one year, whichever event occurs first, unless the customer is delinquent in payment, in which case the Company will continue to retain the deposit until the delinquency is satisfied. If a service is involuntarily discontinued, the deposit is applied against the final bill, and any balance is returned to the business Customer.

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2.19 Additional Provisions Applicable to Residential Customers

2.19.1 Application of Rates

Residential rates apply to service furnished in private homes or apartments (including all parts of the Customer's domestic establishment) for domestic use. Residential rates also apply in college fraternity or sorority houses, convents and monasteries, and to the clergy for domestic use in residential quarters.

Residential rates do not apply to service in residential locations if the listing indicates a business or profession. Residential rates do not apply to service furnished in residential locations if there is an extension line from the residential location to a business location unless the extension line is limited to incoming calls.

The use of residential service and facilities is restricted to the Customer, members of the Customer's domestic establishment, and joint users.

2.19.2 Telephone Number Changes

When a residential Customer requests a telephone number change, the referral period for the disconnected number is 90 days.

The Company reserves all rights to any telephone number assigned to a Customer for local service.

When service in an existing location is continued for a new Customer, the existing number may be retained by the new Customer only if the former Customer consents in writing, and if all charges against the account are paid or assumed by the new Customer.

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2.19 Additional Provisions Applicable to Residential Customers (Cont'd.)

2.19.3 Installment Billing For Nonrecurring Charges

A residential Customer may elect to pay service connection and other nonrecurring charges associated with a service order in monthly installments for up to a 12 month period. When installment billing is requested, all nonrecurring charges associated with a given service order will be included in the calculation of the monthly installment.

Installment billing is subject to the following restrictions:

1. Installment billing may be used only by residential Customers;
2. Charges will be billed in the number of installments of equal dollar amounts as requested by the Customer up to a maximum of 12 installments over the course of 12 months;
3. A Customer may not pay a portion of the charges and then request installment billing for the remaining charges;
4. More than one installment plan may be in effect for the same Customer at the same time;
5. If a Customer disconnects service during the installment payment period, all unbilled charges will be included in the final bill rendered;
6. A Customer may elect to pay the unbilled charges before the expiration of the installment plan;
7. Installment billing payments will continue even when an account is temporarily suspended;
8. No interest or carrying charges will be applied to the outstanding balance during the installment period.

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2.19 Additional Provisions Applicable to Residential Customers (Cont'd.)

2.19.4 Adjusted Payment Schedule

A Customer on a fixed income (e.g., pension and public assistance) shall be offered the opportunity to pay his or her bills on a reasonable schedule that is adjusted for periodic receipt of income.

2.19.5 Suspension or Termination for Nonpayment

- A. Suspension/termination notices may not be issued until at least 25 days after the date of the bill. Bills must be mailed to the Customer no later than 6 business days after the date of the bill.
- B. After issuing the written notification in accordance with the terms of this Tariff, at least one attempt shall be made during non-working hours to contact the residential Customer by telephone before the scheduled date of suspension/termination.
- C. Suspension/termination may occur only between the hours of 8 a.m. and 4 p.m. Monday through Thursday, and between the hours of 8 a.m. and 3 p.m. on Friday, provided that such day or the following day is not a public holiday or a day on which the main office is closed. In addition, service may not be disconnected during the periods of December 23 through the 26 and December 30 through January 2.
- D. Telephone service may be suspended or terminated for nonpayment of the undisputed portion of a disputed bill or deposit if the Customer does not pay the undisputed portion after being asked to do so. Suspended or terminated residential service shall be reconnected within 24 hours following payment or within 24 hours of the end of circumstances beyond the Company's control which delay the reconnection. The Department may direct that service be reconnected in less than 24 hours.

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2.19 Additional Provisions Applicable to Residential Customers (Cont'd.)

2.19.6 Deferred Payment Agreements

Service will not be suspended or terminated unless the Customer has been advised that a deferred payment plan can be arranged. An existing residential Customer with three or more month's service and for who service has not been terminated for nonpayment is eligible for Deferred Payment Arrangements (DPA). The Company must offer an eligible Customer a DPA in accordance with the Department's order in Case 90-C-1148 issued on August 7, 1992. Final notice of suspension/termination will advise the Customer of deferred payment arrangements and will include, in bold print, a notice that assistance in reaching an agreement may be obtained from the Department. The DPA notice will be mailed no less than six days before termination of total service.

A Deferred Payment Agreement will be for a period agreed to by both the Customer and the Company.

If the Company believes that the Customer has the resources to pay the bill, it shall notify both the Customer and the Department in writing of the reasons for its belief. The Department shall make the final determination as to whether a DPA should be provided. A Customer with medical emergencies and a Customer who is elderly, blind or disabled shall be exempt from such eligibility criteria.

2.19.7 Dishonored Checks

When a check received from a residential Customer is dishonored, the Company shall make two attempts, one outside of normal business hours, to contact the Customer within 24 hours. The Customer shall be given an additional 24 hours to pay before suspension/termination. The additional notice will be given provided that the Customer has not submitted a dishonored check within the past 12 months.

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2.19 Additional Provisions Applicable to Residential Customers (Cont'd.)

2.19.8 Suspension or Termination - Abandonment

Suspension/termination of residential service for abandonment or unauthorized use may occur only after the Company makes a reasonable attempt to determine occupancy or authorized use, or the Customer takes reasonable steps to prevent unauthorized use. A notice must be sent to the Customer five days before such suspension or termination. The notification requirement is waived when previous mailings are returned by the Post Office or the Company is advised that a new Customer has moved into the location.

2.19.9 Suspension or Termination - Medical Emergencies

In the event of a medical emergency as defined in 16NYCRR, Sec. 609.5, an additional 30 days will be allowed for a residential Customer before suspension or termination. A medical certificate as defined in 16NYCRR, Sec. 609.5, must be supplied. The medical emergency status may be extended beyond 30 days upon submission of specified documentation. During the emergency, the Customer will be able to defer payment of monthly charges up to an amount specified by the Department until the emergency ceases or it is determined that the Customer has the ability to pay the charges. Charges in any month in excess of the amount specified are due by the due date of the bill.

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2.19 Additional Provisions Applicable to Residential Customers (Cont'd.)

2.19.10 Suspension or Termination - Elderly, Blind or Disabled

An additional 20 days will be allowed before suspension or termination may occur when:

- A. the Customer is known to or identified to the Company as being blind or disabled, as defined in 16NYCRR, Sec. 609.5, or
- B. the Customer is 62 years of age or older, and all other residents of the Customer's household are: under 18 years of age, over 62 years of age, blind or disabled.

In cases where service has been suspended or terminated and the Company subsequently learns that the Customer is entitled to the protection established herein, the Company shall within 24 hours of such notification restore service for an additional 20 days and make a diligent effort to contact in person an adult resident at the Customer's premises for the purpose of devising a payment plan.

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2.19 Additional Provisions Applicable to Residential Customers (Cont'd.)

2.19.11 Back-billing for Residential Customers

The Company shall not charge a residential Customer for previously unbilled service or adjust upward a bill previously rendered when the period for the unbilled service or billing adjustment is more than 24 months prior to the mailing of the bill or the upward adjustment for service to the residential Customer unless the culpable conduct of the Customer caused or contributed to the failure of the Company to render timely or accurate billing. If the Customer is liable for any service and the delay in billing was not due to the culpable conduct of the Customer, the Company shall explain the reason for the late billing and shall advise the Customer that suspension/termination of service is not permitted for nonpayment of charges billed in excess of six months after the service was provided and that payments may be made under an installment payment plan. Any such installment plan will be consistent with the Customer ability to pay and for a reasonable period of time that shall not be less than one month for each month represented by the late-billed charges, unless otherwise agreed to by the Customer. If requested by the Customer, the explanation for the late billing and the installment payment plan will be provided in writing. An adjustment to increase previously rendered bills more than 6 months after the time service was provided shall be made within 4 months of the final resolution of the billing dispute.

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2.20 Flexible Pricing

2.20.1 General

Flexible Pricing sets minimum and maximum rates that can be charged for telephone service. The Company may change a specific rate within the range of the established minimum and maximum rates on one days' notice to Customers and the Department of Public Service.

2.20.2 Conditions

- A. The Company reserves the right to change prices at any time subject to regulatory requirements by filing a revised Rate Attachment with the Department.
- B. Individual written notice to Customers of rate changes shall be made in accordance with Department regulations. Where there are no regulations, notification will be made in a manner appropriate to the circumstances involved.
- C. A rate shall not be changed unless it has been in effect for at least thirty (30) days.
- D. A Customer can request that the Company disconnect service that is provided under the Flexible Pricing due to a price increase. The Customer will be credited for the difference between the new price and the old price retroactive to the effective date of the price increase if the Customer notifies the Company of its desire to disconnect service within twenty (20) days of receiving notification of the price increase.

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2.21 Automatic Number Identification

2.21.1 Regulations

The Company will provide Automatic Number Identification (ANI) associated with an intrastate service, by tariff, to any entity (ANI recipient), only under the following terms and conditions:

- A. The ANI recipient or its designated billing agent may use or transmit ANI information to third parties for billing and collection, routing, screening, ensuring network performance, and completion of a telephone subscriber's call or transaction, or for performing a service directly related to the telephone subscriber's original call or transaction, or for performing a service directly related to the telephone subscriber's original call or transaction.
- B. The ANI recipient may offer to any telephone subscriber with whom the ANI recipient has an established Customer relationship, a product or service that is directly related to products or service previously purchased by the telephone subscriber from the ANI recipient.
- C. The ANI recipient or its designated billing agent is prohibited from utilizing ANI information to establish marketing lists or to conduct outgoing marketing calls, except as permitted by the preceding paragraph, unless the ANI recipient obtains the prior written consent of the telephone subscriber permitting the use of ANI information for such purposes. The foregoing provisions notwithstanding, no ANI recipient or its designated billing agent may utilize ANI information if prohibited elsewhere by law.

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2.21 Automatic Number Identification (Cont'd.)

2.21.1 Regulations (Cont'd.)

- D. The ANI recipient or its designated billing agent is prohibited from reselling, or otherwise disclosing ANI information to any other third party for any use other than those listed in Provision 1, unless the ANI recipient obtains the prior written consent of the subscriber permitting such resale or disclosure.
- E. Violation of any of the foregoing terms and conditions by any ANI recipient other than a Telephone Corporation shall result, after a determination through the Department's complaint process, in suspension of the transmission of ANI by the Telephone Corporation until such time as the Department receives written confirmation from the ANI recipient that the violations have ceased or have been corrected. If the Department determines that there have been three or more separate violations in a 24 month period, delivery of ANI to the offending party shall be terminated under terms and conditions determined by the Department

2.21.2 Terms and Conditions

Violation of any of the foregoing terms and conditions by a Telephone Corporation may result in Department prosecution of penalty and enforcement proceedings pursuant to Section 24, 25 and 26 of the Public Service Law.

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2.22 Health Care Providers Support Program

2.22.1 General

The purpose of the Health Care Providers Support Program is to enable public and non-profit rural health care providers to have access to telecommunications services necessary for the provision of health care services at rates comparable to those paid for similar services in urban areas. The Health Care Providers Support Program offers eligible public and non-profit health care providers located in rural areas reduced rates for Company intrastate services, available in this Tariff. Such services must be purchased in accordance with the Rules adopted by the Federal Communications Commission (FCC) in its Universal Service Order 97-157, issued May 8, 1997 and the New York State Department of Public Service in its Order in Cases 94-C-0095 and 28425, issued November 4, 1997. The FCC Rules are codified at 47 Code of Federal Regulation (C.F.R.) 54.601 et. seq., and any amendments made thereto.

2.22.2 Regulations

- A. To be eligible for the reduced rates, rural health care providers are required to comply with the terms and conditions set forth in the FCC Rules.
- B. Reduced rates are available only to the extent that they are funded by the federal universal service fund.
- C. Eligible rural health care providers may aggregate demand with other entities to create a consortium. Universal service support shall apply only to the portion of eligible services used by an eligible health care provider.

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2.22 Health Care Providers Support Program (Cont'd.)

2.22.2 Regulations (Cont'd.)

D. Responsibility of eligible health care providers

1. Rural health care providers and consortia shall participate in a competitive bidding process for all services eligible for reduced rates in accordance with any state and local procurement rules.
2. Rural health care providers and consortia shall submit requests for services to the program Administrator, as designated by the FCC, and follow established procedures.
3. Services requested must be used for purposes related to the provision of health care services or instruction that the health care provider is legally authorized to provide under the law.
4. A health care provider that cannot obtain toll free access to an Internet service provider and who is eligible for support for limited toll-free access under the Rules must certify that it lacks toll-free Internet access and that it is an eligible health care provider.
5. Services cannot be sold, resold or transferred in consideration for money or any other thing of value.

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2.22 Health Care Providers Support Program (Cont'd.)

2.22.2 Regulations (Cont'd.)

E. Responsibility of the Company

1. The Company shall offer the rates and charges as specified in Section 2.23.3, to eligible health care providers to the extent that facilities and services are available and offered in the tariffs specified in 2.23.1. preceding.
2. The Company shall offer services to eligible rural health care providers and consortia at prices no higher than the highest urban rate as defined in the FCC Order and Rules.
3. In competitive bidding situations, where specific flexible pricing arrangements are allowed, the Company may offer flexible pricing (to determine the reduced rate) subject to New York Department of Public Service approval.

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2.22 Health Care Providers Support Program (Cont'd.)

2.22.3 Rates and Charges

The following price adjustments will be available to eligible rural health care providers, except subparagraph C, which shall be available to all eligible health care providers, regardless of location:

- A. A reduced rate for telecommunications services, using a bandwidth capacity of up to 1.544 Mbps, not to exceed the highest tariffed or publicly available rate charged to a commercial customer for a similar service provided over the same distance in the nearest city in New York State with a population of at least 50,000.
- B. An exemption from some mileage charges for any telecommunications services, using a bandwidth capacity of up to 1.544 Mbps, that is necessary for the provision of health care services. The exempted mileage includes the distance between the rural health care provider and the most distant perimeter of the nearest city in New York State with a population of 50,000 or more, less the standard urban distance, which is the maximum average diameter of all cities with population of 50,000 or more in the state.
- C. Each eligible health care provider that cannot obtain toll-free access to an Internet service provider is entitled to receive toll charge credits for toll charges imposed for connecting to an Internet service provider as per the FCC Rules. Such toll charge credits are available pursuant to applicable toll tariffs.

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2.23 Emergency / Crisis / Disaster Restoration and Provisioning - Telecommunications Service Priority

2.23.1 General

- A. The Telecommunications Service Priority (TSP) Program is a federal program used to identify and prioritize telecommunications services that support national security or emergency preparedness (NS/EP) missions.

NS/EP services are defined as those telecommunications services which are used to maintain a state of readiness or respond to and manage any event or crisis which causes or could cause injury or harm to the population, damage or loss to property, or degrades or threatens the NS/EP posture of the United States.

TSP restoration and/or provisioning shall be provided in accordance with Part 64, Appendix A of the Federal Communications Commission's Rules and Regulations (47 C.F.R.), and the "Service Vendor Handbook For The Telecommunications Service Priority (TSP) Program" and the "Service User Manual for the Telecommunications Service Priority (TSP) System" (NCS Manual 3-1-1) (Service User Manual) issued and updated as necessary by the Office of Priority Telecommunications (OPT) of the National Communications System. Any changes to or reissuance of these regulations or manuals supersede tariff language contained herein.

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2.23 Emergency / Crisis / Disaster Restoration and Provisioning - Telecommunications Service Priority (Cont'd.)

2.23.1 General (Cont'd.)

B. The TSP program has two components, restoration and provisioning.

1. A restoration priority is applied to new or existing telecommunications services to ensure restoration before any other services during a service outage. TSP restoration priorities must be requested and assigned before a service outage occurs.
2. A provisioning priority is obtained to facilitate priority installation of new telecommunications services during a service outage. Provisioning on a priority basis becomes necessary when an end-user has an urgent requirement for a new NS/EP service that must be installed immediately or by a specific due date that can be met only by a shorter than standard or expedited Company provisioning time frame. As a matter of general practice, existing TSP services will be restored before provisioning new TSP services.

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2.23 Emergency / Crisis / Disaster Restoration and Provisioning - Telecommunications Service Priority (Cont'd.)

2.23.2 TSP Request Process

A. Restoration

To request a TSP restoration priority assignment, a prospective TSP user must:

1. Determine that the user's telecommunications service supports an NS/EP function under one of the following four TSP categories.

National Security Leadership
National Security Posture and U.S. Population Attack Warning
Public Health, Safety, and Maintenance of Law and Order
Public Welfare and Maintenance of National Economic Posture

2. Identify the priority level to be requested for the telecommunications service. The priority level is determined by the end-user's TSP category and service profile. The service profile defines the user's level of support to the portion of the telecommunications service that the user owns and operates, such as customer premises equipment or wiring. The five levels of priority and seven element groups that define the service profile are contained in the Service User Manual.
3. Complete the TSP Request for Service Users form (SF 315) available on the National Communications System (NCS) website (<http://tsp.ncs.gov/>).
4. For non-federal users, have their TSP requests approved by a federal agency sponsor. Non-federal users should contact the OPT, at the NCS website (<http://tsp.ncs.gov/>), for information on identifying a sponsor for TSP requests.
5. Submit the SF 315 to the OPT.
6. Upon receipt of the TSP Authorization Code from the OPT, notify the Company, and include the TSP Authorization Code in any service order to the Company requesting restoration of NS/EP services.

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2.23 Emergency / Crisis / Disaster Restoration and Provisioning - Telecommunications Service Priority (Cont'd.)

2.23.2 TSP Request Process (Cont'd.)

B. Provisioning

To request a TSP provisioning priority assignment, a prospective TSP user must follow the same steps listed in 2.24.2.A above for restoration priority assignment except for the following differences. The user should:

Certify that its telecommunications service is an Emergency service. Emergency services are those that support one of the NS/EP functions listed in 2.24.2.A.1 above and are so critical that they must be provisioned at the earliest possible time, without regard to cost to the user.

Verify that the Company cannot meet the service due date without a TSP assignment.

Obtain approval from the end-user's invocation official to request a provisioning priority. Invocation officials are designated individuals with the authority to request TSP provisioning for a telecommunications service and include the head or director of a federal agency, commander of a unified/specified military command, chief of a military service, commander of a major military command, or state governor.

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2.23 Emergency / Crisis / Disaster Restoration and Provisioning - Telecommunications Service Priority (Cont'd.)

2.23.3 Responsibilities of the End-User

End-users or entities acting on their behalf must perform the following:

- A. Identify telecommunications services requiring priority.
- B. Request, justify, and revalidate all priority level assignments. Revalidation must be completed every 2 years and must be done before expiration of the end-user's TSP Authorization Code(s).
- C. Accept TSP services by the service due dates.
- D. Have Customer Premises Equipment (CPE) and Customer Premises Wiring (CPW) available by the requested service due date and ensure (through contractual means or otherwise) priority treatment for CPE and CPW necessary for end-to-end service continuity.
- E. Pay the Company any authorized costs associated with priority services.
- F. Report to the Company any failed or unusable services with priority levels.
- G. Designate a 24-hour point of contact for each TSP request and apprise the OPT.
- H. Cooperate with the OPT during reconciliation (comparison of NS/EP service information and resolution of any identified discrepancies) and revalidation.

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2.23 Emergency / Crisis / Disaster Restoration and Provisioning - Telecommunications Service Priority (Cont'd.)

2.23.4 Responsibilities of the Company

The Company will perform the following:

- A. Provide TSP service only after receipt of a TSP authorization code.
- B. Revoke TSP services at the direction of the end-user or OPT.
- C. Ensure that TSP Program priorities supersede any other telecommunications priority that may be provided (other than control services and order wires).
- D. Designate a 24-hour point of contact to receive reports of TSP service outages from TSP service users.
- E. Designate a 24-hour point of contact to coordinate TSP processes with the OPT.
- F. Confirm completion of TSP service order activity to the OPT.
- G. Participate in reconciliation of TSP information at the request of the OPT.
- H. Ensure that all subcontractors complete reconciliation of TSP information with the service vendor.
- I. Ensure that other carriers supplying underlying facilities are provided information necessary to implement priority treatment of facilities that support NS/EP services.
- J. Assist in ensuring that priority level assignments of NS/EP services are accurately identified "end-to-end" by providing to subcontractors and interconnecting carriers the restoration priority level assigned to a service.
- K. Disclose content of the NS/EP TSP database only as may be required by law.
- L. Comply with regulations and procedures supplemental to and consistent with guidelines issued by the OPT.

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2.23 Emergency / Crisis / Disaster Restoration and Provisioning - Telecommunications Service Priority (Cont'd.)

2.23.5 Preemption

When spare facilities are not available, it may be necessary for the Company to preempt the facilities required to provision or restore a TSP service. When preemption is necessary, non-TSP services may be preempted based on the Company's best judgment. If no suitable spare or non-TSP services are available, the Company may preempt an existing TSP service to restore a TSP service with a higher restoration priority assignment. When preemption is necessary, prior consent of the service user whose service will be preempted is not required; however, the Company will make every reasonable effort to notify the preempted customer of the action to be taken.

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SECTION 2 - RULES AND REGULATIONS (CONT'D.)

2.24 Caller ID Unblocking

2.24.1 311 / 911 Caller ID Blocking *

The City of New York 311 Call Center provides consolidated access to non-emergency municipal services and information 24 hours per day, 365 days per year. Callers have the ability to access City departments and services by using the 311 abbreviated dialing code instead of dialing a particular seven-digit number. In certain circumstances, calls to the 311 Call Center involve emergencies of various levels. In these instances, the Call Center will transfer the call to the 911 Emergency Call Center. If the caller has activated Caller ID Blocking, either on a per-call or per-line basis, the 911 Emergency Call Center will be unable to determine the caller's location. Thus, by Order dated April 18, 2003 (Case 03-C00171), the New York Public Service Commission directed that, for reasons of public safety, Caller ID Blocking shall be unblocked on all calls to the 311 Call Center. This ruling applies only to calls made to the 311 Call Center and not to any other municipal office.

2.24.2 211 / 911 Caller ID Unblocking

The City of New York 211 Call Center provides a means of accessing community information and referral services within the Five Boroughs. Callers dialing 211 from telephones located within New York City will reach the Call Center where the calls will be routed to call takers trained to provide basic health and human services information. In certain circumstances, calls to the 211 Call Center may involve emergencies of various levels. In these instances, the Call Center will transfer the call to the 911 Emergency Call Center. If the caller has activated Caller ID Blocking, either on a per-call or per-line basis, the 911 Emergency Call Center operator will be unable to determine the caller's location. By Order dated May 28, 2008 (Case 07-C-1091), the New York Public Service Commission directed that, for reasons of public safety, Caller ID Blocking shall be unblocked on all calls to the 211 Call Center. This ruling applies only to calls to the 211 Call Center and not to any other municipal office.

* Caller ID Blocking is deactivated for calls to 211 or 311 or 911 in the New York exchange only.

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SECTION 3 - SERVICE AREAS

3.1 Local Calling Areas

3.1.1 Local exchange services are provided, subject to availability of facilities and equipment, in areas currently served by the following Incumbent LECs:

1) Verizon New York, Inc.

3.1.2 The Company will mirror the local and regional calling areas as identified by Verizon.

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SECTION 4 - SERVICE CHARGES AND SURCHARGES (CONT'D.)

4.1 Service Order and Change Charges

Service Order Charges apply for changes in service and for additions to service. Service Order Charges are in addition to all other applicable nonrecurring charges identified in this tariff.

<u>Charge</u>	<u>Minimum</u>	<u>Maximum</u>
Feature Add or Change	\$5.00 per Order	\$20.00 per Order
Basic Service Change	\$5.00 per Order	\$20.00 per Order
Establishing or Re-arranging Hunting	\$5.00 per Order	\$20.00 per Order
Directory Listing Change	\$5.00 per Order	\$20.00 per Order
Invoice Change	\$12.50 per Order	\$50.00 per Order
Transfer of Service	\$12.50 per Order	\$50.00 per Order
TN Change	\$12.50 per Order	\$50.00 per Order
Line Signaling Change	\$12.50 per Order	\$50.00 per Order
Vanity Number Search	\$12.50 per Order	\$50.00 per Order
Establishing Dual Service	\$12.50 per Order	\$50.00 per Order
Expedite Service Charge (LWC/UNE)	\$25.00 per Order	\$100.00 per Order
Expedite Service Charge (Facilities)	\$100.00 per Day per Line	\$400.00 per Day per Line
Expedite Service Charge (T1 Circuits)	\$297.50 per Day per Circuit	\$1,190.00 per Day per Circuit

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SECTION 4 - SERVICE CHARGES AND SURCHARGES (CONT'D.)

4.2 Maintenance Visit Charges

Maintenance Visit Charges apply when the Company dispatches personnel to a Customer's premises to perform work necessary for installing new service, effecting changes in service or resolving troubles reported by the Customer when the trouble is found to be caused by the Customer's facilities.

Maintenance Visit Charges will be credited to the Customer's account in the event trouble is not found in the Company facilities, but the trouble is later determined to be in those facilities. The time period for which the Maintenance Visit Charges is applied will commence when Company personnel are dispatched at the Customer premises and end when work is completed. The rates for Maintenance of Service, therefore, vary by time per Customer request.

Duration of time, per technician

	Residential		Business	
	Minimum	Maximum	Minimum	Maximum
Premise Work Charge (1)	\$20.00	\$100.00	\$20.00	\$100.00
Initial Hour (time & materials)	\$55.00	\$220.00	\$55.00	\$220.00
Trouble Determination (per request)	\$55.00	\$220.00	\$55.00	\$220.00
Each Additional 15 minute increment	\$15.00	\$60.00	\$15.00	\$60.00
Initial Jack & Wiring (existing customer)	\$40.00	\$160.00	\$40.00	\$160.00
Each Additional Jack & Wiring (existing customer)	\$32.50	\$130.00	\$32.50	\$130.00

4.3 Restoration of Service

A restoration charge applies to the restoration of suspended service and facilities because of nonpayment of bills and is payable at the time that the restoration of the suspended service and facilities is arranged. The restoration charge does not apply when, after disconnection of service, service is later re-installed.

	Residential		Business	
	Minimum	Maximum	Minimum	Maximum
Per occasion initial line	\$10.00	\$40.00	\$9.50	\$86.90
Per occasion additional line	\$10.00	\$40.00	\$6.00	\$86.90

(1) In the event a technician is sent to the location upon request by the customer, and no trouble is found, this charge will apply.

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SECTION 4 - SERVICE CHARGES AND SURCHARGES (CONT'D.)

4.4 Carrier Presubscription

4.4.1 General

Carrier Presubscription is a procedure whereby a Customer designates to the Company the carrier that the Customer wishes to be the carrier of choice for intraLATA and interLATA toll calls. Such calls are automatically directed to the designated carrier, without the need to use carrier access codes or additional dialing to direct the call to the designated carrier. Presubscription does not prevent a Customer who has presubscribed to an IntraLATA or InterLATA toll carrier from using carrier access codes or additional dialing to direct calls to an alternative long distance carrier on a per call basis.

4.4.2 Presubscription Options - Customers may select the same carrier or separate carriers for intraLATA and interLATA long distance. The following options for long distance Presubscription are available:

- Option A: Customer selects the Company as the presubscribed carrier for IntraLATA and InterLATA toll calls subject to presubscription.
- Option B: Customer may select the Company as the presubscribed carrier for IntraLATA calls subject to presubscription and some other carrier as the presubscribed carrier for interLATA toll calls subject to presubscription.
- Option C: Customer may select a carrier other than the Company for intraLATA toll calls subject to presubscription and the Company for interLATA toll calls subject to presubscription.

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4.4 Carrier Presubscription (Cont'd.)

4.4.2 Presubscription Options (Cont'd.)

- Option D: Customer may select the carrier other than the Company for both intraLATA and interLATA toll calls subject to presubscription
- Option E: Customer may select two different carriers, neither being the Company for intraLATA and interLATA toll calls. One carrier to be the Customers' primary intraLATA interexchange carrier. The other carrier to be the Customer's primary interLATA interexchange carrier.
- Option F: Customer may select a carrier other than the Company for no presubscribed carrier for intraLATA toll calls subject to presubscription or which will require the Customer to dial a carrier access code to route all intraLATA toll calls to the carrier of choice for each call.

4.4.3 Rules and Regulations

Customers of record will retain their primary interexchange carrier(s) until they request that their dialing arrangements be changed.

Customers of record or new Customers may select either Options A, B, C, D, E or F for intraLATA Presubscription.

Customers may change their selected Option and/or presubscribed toll carrier at any time subject to charges specified in 4.4.5 below:

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SECTION 4 - SERVICE CHARGES AND SURCHARGES (CONT'D.)

4.4 Carrier Presubscription (Cont'd.)

4.4.4 Presubscription Procedures

A new Customer will be asked to select intraLATA and interLATA toll carriers at the time the Customer places an order to establish local exchange service with the Company. The Company will process the Customer's order for service. All new Customers' initial requests for intraLATA toll service presubscription shall be provided free of charge.

If a new Customer is unable to make selection at the time the new Customer places an order to establish local exchange service, the Company will read a random listing of all available intraLATA and interLATA carriers to aid the Customer in selection. If selection is still not possible, the Company will inform the Customer that he/she will be given 90 calendar days in which to inform the Company of his/her choice for primary toll carrier(s) free of charge. Until the Customer informs the Company of his/her choice of primary toll carrier, the Customer will not have access to long distance services on a presubscribed basis, but rather will be required to dial a carrier access code to route all toll calls to the carrier(s) of choice. Customers who inform the Company of a choice for toll carrier presubscription within the 90 day period will not be assessed a service charge for the initial Customer request.

Customers of record may initiate an intraLATA or interLATA presubscription change at any time, subject to the charges specified in 4.4.5 below. If a Customer of record inquires of the Company of the carriers available for toll presubscription, the Company will read a random listing of all available intraLATA carriers to aid the Customer in selection.

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SECTION 4 - SERVICE CHARGES AND SURCHARGES (CONT'D.)

4.4 Carrier Presubscription (Cont'd.)

4.4.5 Presubscription Charges

A. Application of Charges

After a Customer's initial selection for a presubscribed toll carrier and as detailed in Paragraph 4.4.4 above, for any change thereafter, a Presubscription Change Charge, as set for the below will apply. Customers who request a change in intraLATA and interLATA carriers with the same order will be assessed a single charge per line.

B. Minimum / Maximum Nonrecurring Charges

Per business or residence line, trunk, or port	<u>Minimum</u>	<u>Maximum</u>
Initial Line, or Trunk or Port	\$2.50	\$10.00
Additional Line, Trunk or Port	\$2.50	\$10.00

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SECTION 4 - SERVICE CHARGES AND SURCHARGES (CONT'D.)

4.5 Public Telephone Surcharge

In order to recover Company expenses to comply with the FCC's pay telephone compensation plan effective on October 7, 1997 (FCC 97-371), an undiscountable per call charge is applicable to all intrastate calls that originate from any pay telephone used to access Company provided services. This surcharge, which is in addition to standard tariffed usage charges and any applicable service charges and surcharges associated with service, applies for the use of the instrument used to access Company provided service and is unrelated to the service accessed from the pay telephone.

Pay telephones include coin-operated and coinless phones owned by local telephone companies, independent companies and interexchange carriers. The Public Pay Telephone Surcharge applies to the initial completed call and any reoriginated call (e.g., using the “#” symbol). The Public Pay Telephone Surcharge does not apply to calls placed from pay telephones at which the Customer pays for service by inserting coins during the progress of the call.

Whenever possible, the Public Pay Telephone Surcharge will appear on the same invoice containing the usage charges for the surcharged call. In cases where proper pay telephone coding digits are not transmitted to the Company prior to completion of a call, the Public Pay Telephone Surcharge may be billed on a subsequent invoice after the Company has obtained information from a carrier that the originating station is an eligible pay telephone.

Minimum / Maximum Rate Per Call

	<u>Minimum</u>	<u>Maximum</u>
Maximum Rate Per Call:	\$0.25	\$1.00

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SECTION 5 – LOCAL EXCHANGE SERVICE

5.1 General

Local exchange service is offered to Customers on a presubscription basis from equal access originating end offices only. Unless otherwise specified, the minimum term is one (1) month. Rates for service may vary by call type and/or term commitment. Usage rates, per call charges and monthly fees may apply. In addition, applicable Service Order and other nonrecurring charges may apply. Call timing is defined in the description for each service. Service is available 24 hours a day, 7 days a week. Service is available where technically feasible and where facilities permit.

5.1.1 Application of Business and Residential Rates

- A. The determination as to whether telephone service should be classified as Business or Residential is based on the character of the use to be made of the service. Service is classified as Business service where the use is primarily or substantially of a business, professional, institutional, or otherwise occupational nature. Where the business use, if any, is incidental and where the major use is of a personal or domestic nature at the person's dwelling, service is classified as Residential service.
- B. Business rates apply at the following locations, among others:
 - 1. In offices, stores and factories, and in quarters occupied by clubs, lodges, fraternal societies, schools, colleges, libraries, hospitals, and other business establishments.
 - 2. In residence locations where the place of residence is in the immediate proximity to a place of business and it is evident that the telephone in the residence is or will be used for business purposes, and in residence locations where an extension is located at a place where business rates would apply.
 - 3. In the residence of a practicing physician, dentist, veterinary, surgeon, or other medical practitioner who has no service at business rates at another location.
 - 4. In any residence location where there is substantial business use of the service and the customer has no service at business rates.

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SECTION 5 – LOCAL EXCHANGE SERVICE (CONT'D.)

5.1 General (Cont'd.)

5.1.1 Application of Business and Residential Rates (CONT'D.)

C. Residence rates apply at the following locations, among others:

1. In private residences; in the residential portion of hotels, apartment houses, boarding houses, churches, or institutions when the use of the service is confined to the domestic use of the Customer and listings of a business nature are not furnished.
2. In the residence of a practicing physician, dentist, veterinarian, surgeon, or other medical practitioner provided that such residence is not a part of an office building and provided the Customer has service charged for at business rates another location.

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SECTION 5 – LOCAL EXCHANGE SERVICE (CONT'D.)

5.1 General (Cont'd.)

5.1.2 Charges Based on Duration of Use

Where charges for a service are specified based on the duration of use, such as the duration of a telephone call, the following rules apply:

- A. Calls are measured in durational increments identified for each service. All calls that are fractions of a measurement increment are rounded-up to the next whole unit.
- B. Timing on completed calls begins when the call is answered by the called party. Answering is determined by hardware answer supervision in all cases where this signaling is provided by the terminating local carrier and any intermediate carrier(s). Timing for operator service person-to-person calls start with completion of the connection to the person called or an acceptable substitute, or to the PBX station called.
- C. Timing terminates on all calls when the calling party hangs up or the Company network receives an off-hook signal from the terminating carrier.
- D. Calls originating in one time period and terminating in another will be billed in proportion to the rates in effect during different segments of the call.
- E. All times refer to local time.

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SECTION 5 – LOCAL EXCHANGE SERVICE (CONT'D.)

5.1 General (Cont'd.)

5.1.3 Call Timing for Usage Sensitive Services

Where charges for a service are specified based on the duration of use, such as the duration of a telephone call, the following rules apply:

- A. Calls are measured in durational increments identified for each service. All calls which fractions of a measurement increment are rounded-up to the next whole unit.
- B. Timing on completed calls begins when the call is answered by the called party. Answering is determined by hardware answer supervision in all cases where this signaling is provided by the terminating local carrier and any intermediate carrier(s).
- C. Timing terminates on all calls when the calling party hangs up or the Company's network receives an off-hook signal from the terminating carrier.

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SECTION 5 – LOCAL EXCHANGE SERVICE (CONT'D.)

5.1 General (Cont'd.)

5.1.4 Service Terms and Conditions

Local exchange service provides a Customer with a telephonic connection to, and a unique telephone number on, the Company switching network that enables the Customer to:

- a) receive calls from other stations on the public switched telephone network;
- b) access the Company Local Calling Services and other Services as set forth in this tariff;
- c) access interexchange calling services of the Company and of other carriers;
- d) access (at no additional charge) to Company operators and business office for service related assistance;
- e) access toll-free telecommunications services such as 800 NPA; and access toll-free emergency services by dialing 0 or 9-1-1 (where available);
- f) access relay services for the hearing and/or speech impaired.

Local exchange service cannot be used to originate calls to caller-paid information services (e.g., 900, 976) provided by other companies. Calls to those numbers and other numbers used for caller-paid information services will be blocked by the Company switch. Each Basic Local Exchange Service corresponds to one or more telephonic communications channels that can be used to place or receive one call at a time.

Individual line local exchange service is comprised of exchange access lines defined as follows:

Exchange Access Line – The service central office line equipment and all the Company plant facilities up to the demarcation point. These facilities are Company-provided and maintained and provide access to and from the telecommunications network for message toll service and for local calling appropriate to the tariffed use offering selected by the Customer.

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SECTION 5 – LOCAL EXCHANGE SERVICE (CONT'D.)

5.2 Local Exchange Services

Recurring charges for are billed monthly in advance. Nonrecurring charges for usage and installation or rearrangement of service, as applicable, are billed on the next month's bill.

A one-time set up fee per account may apply.

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SECTION 5 – LOCAL EXCHANGE SERVICE (CONT'D.)

5.2 Local Exchange Services (Cont'd.)

5.2.1 Nonrecurring Charges

Nonrecurring charges apply to each line installed for the Customer. Nonrecurring charges are in addition to applicable service order charges contained in Section 4.1 of this tariff. All such charges will appear on the next bill following installation of the service.

A separate nonrecurring per line charge will apply where the Customer currently has service from the Incumbent LEC and requests an "As-Is" changeover of all current service(s) and features from the Incumbent LEC to the Company without any changes in such service or features. This Change Over Charge applies in lieu of the nonrecurring charges listed in the table below.

Nonrecurring charges for installation of Business lines are:

	<u>Minimum</u>	<u>Maximum</u>
First Line (incl. first jack w/wiring)	\$65.00	\$260.00
Each Additional Line (incl. jack w/wiring) ⁽¹⁾	\$27.50	\$110.00
Additional Jack w/wiring at time of install	\$27.50	\$110.00
Line Installation w/ no jack or wiring	\$30.00	\$120.00

⁽¹⁾ Additional Line installation charges apply only when 2 or more lines are installed at the same time and at the same Customer Premises.

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SECTION 5 – LOCAL EXCHANGE SERVICE (CONT'D.)

5.2 Local Exchange Services (Cont'd.)

5.2.2 Business and Residential Price Packages

A. Lingo Basic Line

1. Lingo Basic Line is equipped with:

Basic Business/Residential Line
Unlimited Local, Intra-LATA Long Distance
Caller ID – Name and Number
Call Waiting
Hunting

	Monthly Recurring Charge		(C) (C)
	<u>Min</u>	<u>Max</u>	
Lingo Basic Line	\$21.48	\$187.99 (I)	

Toll Free service is available with this product. See “Toll Free Service” in a later section for rates. Lingo Basic Line is available to business and residential customers.

All customers will be required to sign a 12, 24 or 36 month term agreement. Early Termination Fees are calculated using the following formula: \$100 x Months Remaining. The termination penalty will apply per location on the original contract or any subsequent renewal of the contract.

Customers may accept or decline the feature(s); however, declining the feature(s) will not reduce the package monthly rate. If more features are chosen with the Lingo Basic Line bundle, standard rates located in section 5.3.2 will apply.

The availability of certain features depends on ILEC feature availability. Some features are only available to residential customers. Some features are only available to business customers.

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SECTION 5 – LOCAL EXCHANGE SERVICE (CONT'D.)

5.2 Local Exchange Services (Cont'd.)

5.2.2 Business and Residential Price Packages (Cont'd.)

A. Lingo Basic Line (Cont'd.)

1. (Cont'd.)

Caller ID with Name and Number-Caller ID with Name and Number (Caller ID) enables the terminating Customer to identify the calling party by displayed name and/or number before the call is answered.

Caller ID Customers must provide and connect their own compatible CPE.

Product may not be available in all CLLIs.

An additional charge will apply when adding Lingo Unified Messaging or Lingo Voicemail to Lingo Basic Line. There is a maximum of 20 extensions per voicemail box.

2. Lingo Long Distance Rates for Lingo Basic Line:

<u>Lingo Long Distance</u> ⁽¹⁾	<u>Rate per minute</u>	
	<u>Minimum</u>	<u>Maximum</u>
All Long Distance Minutes	\$0.025	\$0.098

Long Distance Rates apply to all domestic 1+ direct dialed minutes of use. Customer may choose to use another carrier for their long distance purposes; however, declining the Lingo long distance will not reduce the package monthly rate.

⁽¹⁾ Long distance is only applicable to standard outbound domestic long distance only, originating from Lingo customer to the 50 US States, and US territories (Puerto Rico, Guam, USVI, No. Marianas). All other types of calls, (Operator Assisted Long Distance calls, OS/DA, International, Toll Free, Calling Card, etc.), will be rated at standard rate according to the rate tables established for the calls.

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5.2 Local Exchange Services (Cont'd.)

5.2.2 Business and Residential Price Packages (Cont'd.)

A. Lingo Basic Line (Cont'd.)

3. Lingo Basic Line - Feature List

Additional calling features may be added to the Lingo Basic Line.

Please refer to Section 5.5 for applicable rates.

- (1) Call Forwarding –Busy Line and Call Forwarding-Don't answer will be provided for customers who add a voicemail service to their Lingo Basic Line.
- (2) Line blocking for the delivery of the calling name and/or number is available upon request, at no charge, to the following entities and their employees/volunteers, for lines over which the official business of the agency is conducted including those at the residences of employees/volunteers, where an executive officer of the agency registers with the Company a need for blocking; (a) private, nonprofit, tax-exempt, domestic violence intervention agencies and (b) federal, state and local law enforcement agencies. The Company shall not be liable for any claims for damages caused or claimed to have been caused, directly or indirectly, by the transmission to a Caller ID customer of a name or telephone number which the calling party or the Caller ID customer finds erroneous, offensive, embarrassing, or misleading for any reason, including but not limited to the way in which the calling party's name has been abbreviated. Telephone calling party name and/or number (CPN) information transmitted via Caller ID is intended solely for the use of the Caller ID subscriber. Resale of this information is prohibited by this Tariff. CPN will not be displayed if the called party is off-hook or if the called party answers during the first ring interval. CPN will be displayed for calls made from another central office only if it is linked by appropriate facilities. Caller ID is not available on operator-handled calls.

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SECTION 5 – LOCAL EXCHANGE SERVICE (CONT'D.)

5.2 Local Exchange Services (Cont'd.)

5.2.2 Business and Residential Price Packages (Cont'd.)

A. Lingo Basic Line (Cont'd.)

4. Optional Calling Features

Features Offered on a Usage Sensitive Basis

The Customer will be billed the Per Feature Activation Charge shown in the following table each time the feature is used by the Customer. Customers may subscribe to these features on a monthly basis to obtain unlimited use of the feature for a fixed monthly charge.

	<u>Residential</u>		<u>Business</u>	
	<u>Min</u>	<u>Max</u>	<u>Min</u>	<u>Max</u>
Three-Way Calling	\$0.63	\$2.50	\$0.63	\$2.50
Call Return	\$0.63	\$2.50	\$0.63	\$2.50
Repeat Dialing	\$0.63	\$2.50	\$0.63	\$2.50
Busy Connect (Per call, per use)	\$0.45	\$1.80	\$0.45	\$1.80
Calling Number Delivery Blocking, Per Call	No charge		No charge	

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SECTION 5 – LOCAL EXCHANGE SERVICE (CONT'D.)

5.2 Local Exchange Services (Cont'd.)

5.2.2 Business and Residential Price Packages (Cont'd.)

B. Lingo Essentials

1. Lingo Essentials is equipped with:
Basic Business/Residential Line
Unlimited Features
Hunting
Unlimited Local Intra-LATA Long Distance
200 Minutes of Domestic Inter-LATA Long Distance

<u>Lingo Essentials</u>	<u>Monthly Recurring Charge</u>		(C)
	<u>Min</u>	<u>Max</u>	
Lingo Essentials Business	\$22.48	\$193.99 (I)	
Lingo Essentials Residential	\$22.48	\$86.99 (R)	(C)

Toll Free service is available with this product. See “Toll Free Service” in a later section for rates. Lingo Essentials is available to business and residential customers.

All customers will be required to sign a 12, 24 or 36 month term agreement. Early Termination Fees are calculated using the following formula: \$100 x Months Remaining. The termination penalty will apply per location on the original contract or any subsequent renewal of the contract.

Customers may accept or decline the feature(s); however, declining the feature(s) will not reduce the package monthly rate.

The availability of certain features depends on ILEC feature availability. Some features are only available to residential customers. Some features are only available to business customers.

Customers may choose to use another carrier for their long distance purposes; however, declining the Lingo long distance will not reduce the package monthly rate.

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5.2 Local Exchange Services (Cont'd.)

5.2.2 Business and Residential Price Packages (Cont'd.)

B. Lingo Essentials (Cont'd.)

1. (Cont'd.)

Lingo Essentials will only be available to Lingo Business Local Service Customer locations in which the customer subscribes to no greater than 10 lines for domestic local toll and interLATA toll outbound calls from the business location. Customers are required to convert all of their off-net business lines, (restrictions listed below), per location, to Lingo Essentials in order to qualify for this service. Multi-location customers may choose the service per location. Lingo may cancel this service if all lines at location do not have this product.

An additional discounted charge will apply when adding Lingo Unified Messaging or Lingo Voicemail to Lingo Essentials. There is a maximum of 20 extensions per voicemail box.

2. 1,500 Minute Long Distance Calling Block for Lingo Essentials ⁽¹⁾:

<u>Block of Time per Month</u> ⁽¹⁾	<u>Overage Usage Rate per Minute</u>
200 Minutes of Inter-LATA Domestic Long Distance Additional Minutes	Included in bundle \$0.025 min/\$0.098 max

⁽¹⁾ Long distance Block of Time allotment applies to all domestic 1+ direct dialed minutes of use. Free long distance is only applicable to standard outbound domestic long distance only, originating from Lingo customer to the 48 contiguous US States, and does not apply to calls to HI, AK, or US territories (Puerto Rico, Guam, USVI, No. Marianas). Standard rates will apply for any overage beyond any inclusive block of minutes, and all calls made to AK, HI, and U.S. territories (Puerto Rico, Guam, USVI, and No. Marianas). All other types of calls, (Operator Assisted Long Distance calls, OS/DA, International, Toll Free, Calling Card, etc.), will be rated at standard rate according to the rate tables established for the calls.

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5.2 Local Exchange Services (Cont'd.)

5.2.2 Business and Residential Price Packages (Cont'd.)

B. Lingo Essentials (Cont'd.)

3. Lingo Essentials Inclusive Feature List ⁽¹⁾:

Anonymous Call Rejection, per line
Call Block
Call Forwarding
Call Forwarding Busy Line
Call Forwarding Don't Answer
Call Return
Call Selector
Call Tracing
Call Waiting
Caller ID
Caller ID Deluxe
Calling number delivery blocking, per line
Distinctive Ringing Service
Enhanced Caller ID
Preferred Call Forwarding
Remote Access – Call Forwarding Variable
Repeat Dialing
Selective Class of Call Screening
Speed Calling
Three-Way Calling

⁽¹⁾ The availability of certain features depends on ILEC feature availability. Some features are only available to business customers.

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SECTION 5 – LOCAL EXCHANGE SERVICE (CONT'D.)

5.2 Local Exchange Services (Cont'd.)

5.2.2 Business and Residential Price Packages (Cont'd.)

C. Lingo Value Line

1. Lingo Value Line is equipped with:

Basic Business/Residential Line

	Monthly Recurring Charge	
	<u>Min</u>	<u>Max</u>
Lingo Value Line	\$20.48	\$187.99 (I)

(C)
|
(C)

Toll Free service is available with this product. See “Toll Free Service” in a later section for rates. Lingo Value Line is available to business and residential customers.

All customers will be required to sign a 12, 24 or 36 month term agreement. Early Termination Fees are calculated using the following formula: \$100 x Months Remaining. The termination penalty will apply per location on the original contract or any subsequent renewal of the contract.

The availability of certain features depends on ILEC feature availability. Some features are only available to residential customers. Some features are only available to business customers.

Caller ID with Name and Number-Caller ID with Name and Number (Caller ID) enables the terminating Customer to identify the calling party by displayed name and/or number before the call is answered.

Caller ID Customers must provide and connect their own compatible CPE.

Product may not be available in all CLLIs.

An additional charge will apply when adding Lingo Unified Messaging or Lingo Voicemail to Lingo Value Line. There is a maximum of 20 extensions per voicemail box.

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SECTION 5 – LOCAL EXCHANGE SERVICE (CONT'D.)

5.2 Local Exchange Services (Cont'd.)

5.2.2 Business and Residential Price Packages (Cont'd.)

C. Lingo Value Line (cont'd)

2. Lingo Long Distance Rates for Lingo Basic Line:

<u>Lingo Long Distance</u> ⁽¹⁾	<u>Rate per minute</u>	
	<u>Minimum</u>	<u>Maximum</u>
All Long Distance Minutes	\$0.025	\$0.098

Long Distance Rates apply to all domestic 1+ direct dialed minutes of use. Customer may choose to use another carrier for their long distance purposes; however, declining the Lingo long distance will not reduce the package monthly rate.

3. Optional Calling Features

Features Offered on a Usage Sensitive Basis

The Customer will be billed the Per Feature Activation Charge shown in the following table each time the feature is used by the Customer. Customers may subscribe to these features on a monthly basis to obtain unlimited use of the feature for a fixed monthly charge.

	<u>Residential</u>		<u>Business</u>	
	<u>Min</u>	<u>Max</u>	<u>Min</u>	<u>Max</u>
Three-Way Calling	\$0.63	\$2.50	\$0.63	\$2.50
Call Return	\$0.63	\$2.50	\$0.63	\$2.50
Repeat Dialing	\$0.63	\$2.50	\$0.63	\$2.50
Busy Connect (Per call, per use)	\$0.45	\$1.80	\$0.45	\$1.80
Calling Number Delivery Blocking, Per Call	No charge		No charge	

⁽¹⁾ Long distance is only applicable to standard outbound domestic long distance only, originating from Lingo customer to the 50 US States, and US territories (Puerto Rico, Guam, USVI, No. Marianas). All other types of calls, (Operator Assisted Long Distance calls, OS/DA, International, Toll Free, Calling Card, etc.), will be rated at standard rate according to the rate tables established for the calls.

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SECTION 5 – LOCAL EXCHANGE SERVICE (CONT'D.)

5.2 Local Exchange Services (Cont'd.)

5.2.2 Business and Residential Price Packages (Cont'd.)

C. Lingo Value Line (cont'd)

4. Lingo Value Line - Feature List

Calling features may be added to the Lingo Value Line.

See Section 5.5 of this tariff for applicable rates.

- (1) Call Forwarding -Busy Line and Call Forwarding-Don't answer will be provided for customers who add a voicemail service to their Lingo Basic Line.
- (2) Line blocking for the delivery of the calling name and/or number is available upon request, at no charge, to the following entities and their employees/volunteers, for lines over which the official business of the agency is conducted including those at the residences of employees/volunteers, where an executive officer of the agency registers with the Company a need for blocking; (a) private, nonprofit, tax-exempt, domestic violence intervention agencies and (b) federal, state and local law enforcement agencies. The Company shall not be liable for any claims for damages caused or claimed to have been caused, directly or indirectly, by the transmission to a Caller ID customer of a name or telephone number which the calling party or the Caller ID customer finds erroneous, offensive, embarrassing, or misleading for any reason, including but not limited to the way in which the calling party's name has been abbreviated. Telephone calling party name and/or number (CPN) information transmitted via Caller ID is intended solely for the use of the Caller ID subscriber. Resale of this information is prohibited by this Tariff. CPN will not be displayed if the called party is off-hook or if the called party answers during the first ring interval. CPN will be displayed for calls made from another central office only if it is linked by appropriate facilities. Caller ID is not available on operator-handled calls.

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SECTION 5 – LOCAL EXCHANGE SERVICE (CONT'D.)

5.2 Local Exchange Services (Cont'd.)

5.2.2 Business and Residential Price Packages (Cont'd.)

D. Lingo Basic Plus

1. Lingo Basic Plus is equipped with:

Dialtone Line (1)	Caller ID Deluxe
Unlimited Local, IntraLATA Long Distance	Calling number delivery blocking, per line
Anonymous Call Rejection, per line	Distinctive Ringing Service
Call Block	Enhanced Caller ID
Call Forwarding	Hunting
Call Forwarding Busy Line	Preferred Call Forwarding
Call Forwarding Don't Answer	Remote Access – Call Forwarding Variable
Call Return	Repeat Dialing
Call Selector	Selective Class of Call Screening
Call Tracing	Speed Calling
Call Waiting	Three-Way Calling
Caller ID	

2. Monthly Recurring Charges

	Monthly Recurring Charge		
	<u>Min</u>	<u>Max</u>	(C)
Lingo Basic	\$20.48	\$191.99 (I)	(C)

3. Lingo Long Distance Rates for Lingo Basic Plus:

<u>Per Minute Rate</u>	<u>Business</u>		<u>Residential</u>	
	<u>Min</u>	<u>Max</u>	<u>Min</u>	<u>Max</u>
In Contract Minutes	\$.025	\$.098	\$.035	\$.120
No Contract Minutes	\$.040	\$.150	\$.040	\$.150

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SECTION 5 – LOCAL EXCHANGE SERVICE (CONT'D.)

5.2 Local Exchange Services (Cont'd.)

5.2.2 Business and Residential Price Packages (Cont'd.)

D. Lingo Basic Plus (Cont'd.)

3. Lingo Long Distance Rates for Lingo Basic Plus (Cont'd.)

- a. Long distance is only applicable to standard outbound domestic long distance only, originating from Lingo customer to the 50 US States, and US territories (Puerto Rico, Guam, USVI, No. Marianas). All other types of calls, (Operator Assisted Long Distance calls, OS/DA, International, Toll Free, Calling Card, etc.), will be rated at standard rate according to the rate tables established for the calls.
- b. Toll Free service is available with this product. See “Toll Free Service”.

4. Footnotes for Lingo Basic Plus:

- a. All customers will be required to sign a 12, 24 or 36 month term agreement.
Early Termination Fees are calculated using the following formula:

\$50 x Months Remaining (Per Location)

The early termination fee will apply per location on the original term agreement or any subsequent renewal of the term agreement. This rate is inclusive of the Cancel Call Waiting option where available.
- b. Customers may accept or decline the feature(s); however, declining the feature(s) will not reduce the package monthly rate. If more features are chosen with the Lingo Basic Plus bundle, standard rates located in Section 5.5 will apply.

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SECTION 5 – LOCAL EXCHANGE SERVICE (CONT'D.)

5.2 Local Exchange Services (Cont'd.)

5.2.2 Business and Residential Price Packages (Cont'd.)

D. Lingo Basic Plus (Cont'd.)

4. Footnotes for Lingo Basic Plus: (Cont'd.)

- c. The availability of certain features is dependent on ILEC feature availability. Product may not be available in all CLLIs. Long Distance Rates apply to all domestic 1+ direct dialed minutes of use.

Customer may choose to use another carrier for their long distance purposes; however, declining Lingo long distance will not reduce the package monthly rate.

- d. An additional charge will apply when adding Lingo Unified Messaging or Lingo Voicemail to Lingo Basic Plus. There is a maximum of 3 extensions per voicemail box. Call Forwarding - Busy Line and Call Forwarding - Don't answer will be provided for customers who add a voicemail service to their Lingo Basic Plus.

- e. Caller ID with Name and Number-Caller ID with Name and Number (Caller ID) enables the terminating Customer to identify the calling party by displayed name and/or number before the call is answered. Caller ID Customers must provide and connect their own compatible CPE.

Line blocking for the delivery of the calling name and/or number is available upon request. The Company shall not be liable for any claims for damages caused or claimed to have been caused, directly or indirectly, by the transmission to a Caller ID customer of a name or telephone number which the calling party or the Caller ID customer finds erroneous, offensive, embarrassing, or misleading for any reason, including but not limited to the way in which the calling party's name has been abbreviated. Telephone calling party name and/or number (CPN) information transmitted via Caller ID is intended solely for the use of the Caller ID subscriber.

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SECTION 5 – LOCAL EXCHANGE SERVICE (CONT'D.)

5.2 Local Exchange Services (Cont'd.)

5.2.2 Business and Residential Price Packages (Cont'd.)

D. Lingo Basic Plus (Cont'd.)

4. Footnotes for Lingo Basic Plus: (Cont'd)

Resale of this information is prohibited by this Tariff. CPN will not be displayed if the called party is off-hook or if the called party answers during the first ring interval. CPN will be displayed for calls made from another central office only if it is linked by appropriate facilities. Caller ID is not available on operator-handled calls.

- f. Call Forwarding - Busy Line and Call Forwarding-Don't Answer will be provided for customers who add a voicemail service to their Lingo Basic Plus.
- g. All term commitment discounts will be applied on the current invoice as a discount off of the standard monthly recurring charge for service.
- h. Effective upon expiration of the initial or any subsequent term, the contract discount will expire.

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SECTION 5 – LOCAL EXCHANGE SERVICE (CONT'D.)

5.3 Navigator Services (1) (4)

5.3.1 Business Bundled Offerings

A. Business Unlimited (2)

This offering is available only to business customers (coin lines are not eligible) and provides for unlimited local and long distance calling. The customer may choose an unlimited number of features as shown below. Touch tone calling is included as part of this offering.

Regulations:

1. The customer must commit to at least a one-year term agreement to be eligible for the service.
2. Maximum of ten (10) lines per location. Charges below are shown on a per line basis.
3. Includes unlimited long distance calls for business customers, non-data, voice use only, within the 48 contiguous United States. Calls made to points outside of the contiguous 48 states, including all international calls, are not included in this offer, and will be billed at applicable rates. Navigator reserves the right to cancel subscriptions to any customer at any time due to fraud or misuse. Usage can be screened for use other than voice usage. Taxes, fees, and any EAS charges also apply.

Recurring Rates and Charges:

	<u>Minimum</u>	<u>Maximum</u>
All Density Zones – Monthly - Each	\$40.00	\$75.00

Available Features:

Speed Dialing – 8	Talking Call Waiting
Speed Dialing – 30	Call Forwarding Busy Line
Three-Way Calling	Call Forwarding Don't Answer
Call Forwarding	Call Forwarding Busy Don't Answer
Call Waiting	Distinctive Ring

*Footnotes located in Section 5.3.1.D.

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SECTION 5 – LOCAL EXCHANGE SERVICE (CONT'D.)

5.3 Navigator Services

5.3.1 Business Bundled Offerings (Cont'd.)

B. SmartTime for Business (2)

This offering is available only to business customers (coin lines are not eligible) and provides for unlimited local calling. Long distance calling is billed at \$0.055 per minute. The customer may choose an unlimited number of features as shown in Section 5.3.1.A above. Touch tone calling is included as part of this offering.

Regulations:

1. The customer must commit to at least a one-year term agreement to be eligible for the service.
2. Long distance calls for business customers at \$.055 per minute is only for calls within the 48 contiguous United States. Calls made to points outside of the contiguous 48 states, including all international calls, are not included in this offer, and will be billed at applicable rates. Taxes, fees, and any EAS charges also apply.

Recurring Rates and Charges:

	Minimum	Maximum
All Density Zones – Monthly - Each	\$20.00	\$70.00

*Footnotes located in Section 5.3.1.D.

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SECTION 5 – LOCAL EXCHANGE SERVICE (CONT'D.)

5.3 Navigator Services (Cont'd.)

5.3.1 Business Bundled Offerings (Cont'd.)

C. SmartATM (3)

The SmartATM Service is only available to business subscribers and provides the following services (includes Touch-Tone):

1. Business individual lines for Automated Teller Machines only.
2. Basic service for 800 toll-free telephone numbers.

The rate specified herein entitles a SmartATM subscriber to unlimited calling to 800 toll-free numbers.

The rate specified herein is subject to a 12-month service term.

Regulations and Service Limitations:

1. Charges for this service commence when the company's information records are posted and are payable monthly in advance.
2. Charges for service are automatically discontinued upon service termination.
3. If service is terminated before the end of the 12-month service term, a charge of \$10 per month will be applied for each line currently or previously classified as a SmartATM line. This charge will be imposed based upon the remainder of the commitment period.
4. Existing SmartATM subscribers cannot take advantage of special promotions or changing of prices prior to the end of the 12-month service term. This is applicable to existing lines only. New lines would qualify for any special promotions or price changes.

Recurring Rates and Charges:

<u>Service Category</u>	<u>Rate Element</u>	<u>Minimum</u>	<u>Maximum</u>
Smart ATM	Zone 1A Exchanges	\$11.20	\$20.80
	Zone 1B Exchanges	11.20	20.80
	Zone 2 Exchanges	12.25	22.75

*Footnotes located in Section 5.3.1.D.

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SECTION 5 – LOCAL EXCHANGE SERVICE (CONT'D.)

5.3 Navigator Services (Cont'd.)

5.3.1 Business Bundled Offerings (Cont'd.)

D. Footnotes

- (1) Some former Navigator customers may have Special Pricing Arrangements that deviate from the rates in this section.
- (2) Former Navigator Customers using this product will now be billed under the product name Lingo Essentials.
- (3) Former Navigator Customers using this product will now be billed under the product name Lingo Value Line.
- (4) Former Navigator Customers will be billed a bundled flat local rate effective July 11, 2009. Any metered or measured usage, along with certain fees, will be combined into a single bundled flat line rate. The new bundled local rate has been calculated by adding together the main line rate, the last six months' average of local usage charges for any measured or metered use, any local or extended area calling plan charges, business or residential package charges, End User Common Line Charge, Pre-subscription Charge and Access Recovery Surcharge fees. In summary, your new bundled rate reflects your previous Navigator rates for the same services and fees.

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SECTION 5 – LOCAL EXCHANGE SERVICE (CONT'D.)

5.4 Cleartel Services (1)

5.4.1 Residential Price Packages

A. Home Value Line (2)(3)

1. Home Value Line is equipped with:

Basic Residential Line

2. Monthly Recurring Charges

	<u>Min Rate</u>	<u>Max Rate</u>	<u>Current Rate</u>
1 st Line	\$4.47	\$60.00	\$10.76
Additional Line	\$8.16	\$60.00	\$16.83

3. This product was formerly known as the following Cleartel product names:

Former Cleartel Product Names

Flat Rate Residence	Residential Service
Monthly charge for dial tone	Additional Line-Res
Message Rate Residence	

4. Non-Recurring Charges are located in Sections 4.1 and 5.2.1 of this tariff.

5. Rules & Regulations:

- Miscellaneous Service Charges will apply – see Section 5.4.8 of this tariff.
- Long Distance is available with this product – see Section 7.3 of this tariff.
- Features can be purchased at “a la carte” rates – see Section 5.5 of this tariff.
- The availability of certain features depends on ILEC feature availability.
- Caller ID Customers must provide and connect their own compatible CPE.
- Toll Free service is available with this product - see Section 7.1 of this tariff.
- Early Termination Fees are calculated using the following formula: \$100 x Months Remaining. The termination penalty will apply per location on the original contract or any subsequent renewal of the contract.
- Product may not be available in all CLLIs.
- An additional charge will apply when adding Lingo Unified Messaging or Lingo Voicemail to Home Value Line. There is a maximum of 20 extensions per voicemail box.

- (1) Effective September 18, 2009, any former Cleartel product listed in the Monthly Recurring Charges sections throughout Section 5.4 of this tariff will now be billed as the corresponding product being defined in that section.
- (2) Effective September 18, 2009 this product is Grandfathered and no longer available.
- (3) Effective August 5, 2010, this product will be billed as Lingo Value Line.

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SECTION 5 – LOCAL EXCHANGE SERVICE (CONT'D.)

5.4 Cleartel Services (Cont'd.)

5.4.1 Residential Price Packages (Cont'd.)

B. Home Connection (1)(2)

1. Home Connection is equipped with:

Basic Residential Line
Caller ID Deluxe
Call Waiting

2. Monthly Recurring Charges:

	<u>Min Rate</u>	<u>Max Rate</u>	<u>Current Rate</u>
Per Line	\$4.00	\$112.00	\$55.95

<u>Former Cleartel Product Names</u>	
Enhanced	Residential Basic Plus
Supra Saver for Money Saver	Un Solo Pueblo
Unlimited Regional	Money Saver
Residential Basic	Money Saver+

3. This product was formerly known as the following Cleartel product names:

- (1) Effective September 18, 2009 this product is Grandfathered and no longer available.
(2) Effective August 5, 2010, this product will be billed as Lingo Basic Line.

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SECTION 5 – LOCAL EXCHANGE SERVICE (CONT'D.)

5.4 Cleartel Services (Cont'd.)

5.4.1 Residential Price Packages (Cont'd.)

B. Home Connection (1)(2)

4. Non-Recurring Charges are located in Sections 4.1 and 5.2.1 of this tariff.

5.

6. Rules & Regulations:

- Miscellaneous Service Charges will apply – see Section 5.4.8 of this tariff.
- Long Distance is available with this product – see Section 7.3 of this tariff.
- Declining free features does not reduce the package rate. Additional features can be purchased at “a la carte” rates - see Section 5.5 of this tariff.
- The availability of certain features depends on ILEC feature availability.
- Caller ID Customers must provide and connect their own compatible CPE.
- Toll Free service is available with this product - see Section 7.1 of this tariff.
- Early Termination Fees are calculated using the following formula: \$100 x Months Remaining. The termination penalty will apply per location on the original contract or any subsequent renewal of the contract.
- Product may not be available in all CLLIs.
- An additional charge will apply when adding Lingo Unified Messaging or Lingo Voicemail to Home Connection. There is a maximum of 20 extensions per voicemail box.

(3) Effective September 18, 2009 this product is Grandfathered and no longer available.

(4) Effective August 5, 2010, this product will be billed as Lingo Basic Line.

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SECTION 5 – LOCAL EXCHANGE SERVICE (CONT'D.)

5.4 Cleartel Services, (cont'd)

5.4.1 Residential Price Packages, (cont'd)

C. Home Connection Plus (1)(2)

1. Home Connection Plus is equipped with:

Basic Residential Line
Unlimited Features
Unlimited Local Intra-LATA Long Distance

2. Monthly Recurring Charges:

	<u>Min Rate</u>	<u>Max Rate</u>	<u>Current Rate</u>
Per Line	\$17.19	\$60.00	\$29.95

3. This product was formerly known as the following Cleartel product names:

Former Cleartel Product
Names
Total Solution 1-Line Plan
Total Solution for Total
Solution+

4. Valuepack

4. Non-Recurring Charges are located in Sections 4.1 and 5.2.1 of this tariff.

- (1) Effective September 18, 2009 this product is Grandfathered and no longer available.
(2) Effective August 5, 2010, this product will be billed as Lingo Basic Plus.

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SECTION 5 – LOCAL EXCHANGE SERVICE (CONT'D.)

5.4 Cleartel Services (Cont'd.)

5.4.1 Residential Price Packages (Cont'd.)

C. Home Connection Plus (Cont'd.) (1)(2)

4. Rules & Regulations:

- Miscellaneous Service Charges will apply – see Section 5.4.8 of this tariff.
- Long Distance is available with this product – see Section 7.3 of this tariff.
- Declining free features does not reduce the package rate. For a list of features, see Section 5.5 of this tariff.
- The availability of certain features depends on ILEC feature availability.
- Caller ID Customers must provide and connect their own compatible CPE.
- Toll Free service is available with this product - see Section 7.1 of this tariff.
- Early Termination Fees are calculated using the following formula: \$100 x Months Remaining. The termination penalty will apply per location on the original contract or any subsequent renewal of the contract.
- Product may not be available in all CLLIs.
- An additional charge will apply when adding Lingo Unified Messaging or Lingo Voicemail to Home Connection Plus. There is a maximum of 20 extensions per voicemail box.

(3) Effective September 18, 2009 this product is Grandfathered and no longer available.

(4) Effective August 5, 2010, this product will be billed as Lingo Basic Plus.

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SECTION 5 – LOCAL EXCHANGE SERVICE (CONT'D.)

5.4 Cleartel Services (Cont'd.)

5.4.1 Residential Price Packages (Cont'd.)

D. Home Essentials (1)(2)

1. Home Essentials is equipped with:

Basic Residential Line
Unlimited Features
Unlimited Local Intra-LATA Long Distance
2,500 Minutes of Domestic Inter-LATA Long Distance

2. Monthly Recurring Charges:

	<u>Min Rate</u>	<u>Max Rate</u>	<u>Current Rate</u>
Per Line	\$4.00	\$140.00	\$69.95

3. This product was formerly known as the following Cleartel product names:

	<u>Former Cleartel Product Names</u>
Friends Unlimited	Supra Friends Unlimited 1- Line Plan
Unlimited	Total Solution for Friends Unlimited
Residential DR Enhanced	Total Solution for Supra Friends
Residential Enhanced	Unlimited
Residential Unlimited	Total Solution for Zona Franca
	Zona Franca

4. Non-Recurring Charges are located in Sections 4.1 and 5.2.1 of this tariff.

(1) Effective September 18, 2009 this product is Grandfathered and no longer available.

(2) Effective August 5, 2010, this product will be billed as Lingo Essentials.

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SECTION 5 – LOCAL EXCHANGE SERVICE (CONT'D.)

5.4 Cleartel Services (Cont'd.)

5.4.1 Residential Price Packages (Cont'd.)

D. Home Essentials (Cont'd.)(1)(2)

5. Rules & Regulations:

- Miscellaneous Service Charges will apply – see Section 5.4.8 of this tariff.
- Long Distance is available with this product – see Section 7.3 of this tariff.
- Declining free features does not reduce the package rate. For a list of features, see Section 5.5 of this tariff.
- The availability of certain features depends on ILEC feature availability.
- Caller ID Customers must provide and connect their own compatible CPE.
- Toll Free service is available with this product - see Section 7.1 of this tariff.
- Early Termination Fees are calculated using the following formula: \$100 x Months Remaining. The termination penalty will apply per location on the original contract or any subsequent renewal of the contract.
- Product may not be available in all CLLIs.
- An additional charge will apply when adding Lingo Unified Messaging or Lingo Voicemail to Home Essentials. There is a maximum of 20 extensions per voicemail box.

(1) Effective September 18, 2009 this product is Grandfathered and no longer available.

(2) Effective August 5, 2010, this product will be billed as Lingo Essentials.

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SECTION 5 – LOCAL EXCHANGE SERVICE (CONT'D.)

5.4 Cleartel Services (Cont'd.)

5.4.2 Business Price Packages

A. Lingo Value Line (1)

1. Lingo Value Line is equipped with:

Basic Business Line

2. Monthly Recurring Charges:

	<u>Min Rate</u>	<u>Max Rate</u>	<u>Current Rate</u>
Per Line	\$17.83	\$187.99	\$70.95

(I)

3. This product was formerly known as the following Cleartel product names:

Former Cleartel Product Names

Business Line
Flat Rate Service
Flat Rate Usage
Main Service Line
Measured Rate Business

4. Non-Recurring Charges are located in Sections 4.1 and 5.2.1 of this tariff.

5. Rules & Regulations:

- Miscellaneous Service Charges will apply – see Section 5.4.8 of this tariff.
- Long Distance is available with this product – see Section 7.3 of this tariff.
- Features can be purchased at “a la carte” rates – see Section 5.5 of this tariff.
- The availability of certain features depends on ILEC feature availability.
- Caller ID Customers must provide and connect their own compatible CPE.
- Toll Free service is available with this product - see Section 7.1 of this tariff.
- Early Termination Fees are calculated using the following formula: \$100 x Months Remaining. The termination penalty will apply per location on the original contract or any subsequent renewal of the contract.
- Product may not be available in all CLLIs.
- An additional charge will apply when adding Lingo Unified Messaging or Lingo Voicemail to Lingo Value Line. There is a maximum of 20 extensions per voicemail box.

(1) Effective September 18, 2009 this product is Grandfathered and no longer available.

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SECTION 5 – LOCAL EXCHANGE SERVICE (CONT'D.)

5.4 Cleartel Services (Cont'd.)

5.4.2 Business Price Packages

B. Lingo Basic Plus (Cont'd.) (1)

1. Lingo Basic Plus is equipped with:

Basic Business Line
Unlimited Features
Unlimited Local Intra-LATA Long Distance
Free Hunting

2. Monthly Recurring Charges:

	Min Rate	Max Rate	Current Rate
Per Line	\$13.55	\$191.99 (I)	\$71.75 (I)

3. This product was formerly known as the following Cleartel product names:

Former Cleartel Product Names
Business Basic
Business Enhanced
Total Solution for Business 1-Line
Plan
Total Solution+

4. Non-Recurring Charges are located in Sections 4.1 and 5.2.1 of this tariff.

5. Rules & Regulations:

- Miscellaneous Service Charges will apply – see Section 5.4.8 of this tariff.
- Long Distance is available with this product – see Section 7.3 of this tariff.
- Declining free features does not reduce the package rate. For a list of features, see Section 5.5 of this tariff.
- The availability of certain features depends on ILEC feature availability.
- Caller ID Customers must provide and connect their own compatible CPE.
- Toll Free service is available with this product - see Section 7.1 of this tariff.
- Early Termination Fees are calculated using the following formula: \$100 x Months Remaining. The termination penalty will apply per location on the original contract or any subsequent renewal of the contract.
- Product may not be available in all CLLIs.
- An additional charge will apply when adding Lingo Unified Messaging or Lingo Voicemail to Lingo Basic Plus. There is a maximum of 20 extensions per voicemail box.

(1) Effective September 18, 2009 this product is Grandfathered and no longer available.

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SECTION 5 – LOCAL EXCHANGE SERVICE (CONT'D.)

5.4 Cleartel Services, (cont'd)

5.4.2 Business Price Packages

C. Lingo Essentials (1)

1. Lingo Essentials is equipped with:

Basic Business Line
Unlimited Features
Unlimited Local Intra-LATA Long Distance
2,500 Minutes of Domestic Inter-LATA Long Distance
Free Hunting

2. Monthly Recurring Charges:

	Min Rate	Max Rate	Current Rate
Per Line	\$46.95	\$200.00 (I)	\$193.99 (I)

3. This product was formerly known as the following Cleartel product names:

Former Cleartel Product
Names
Business Unlimited

4. Non-Recurring Charges are located in Sections 4.1 and 5.2.1 of this tariff.

5. Rules & Regulations:

- Miscellaneous Service Charges will apply – see Section 5.4.8 of this tariff.
- Long Distance is available with this product – see Section 7.3 of this tariff.
- Declining free features does not reduce the package rate. For a list of features, see Section 5.5 of this tariff.
- The availability of certain features depends on ILEC feature availability.
- Caller ID Customers must provide and connect their own compatible CPE.
- Toll Free service is available with this product - see Section 7.1 of this tariff.
- Early Termination Fees are calculated using the following formula: \$100 x Months Remaining. The termination penalty will apply per location on the original contract or any subsequent renewal of the contract.
- Product may not be available in all CLLIs.
- An additional charge will apply when adding Lingo Unified Messaging or Lingo Voicemail to Lingo Essentials. There is a maximum of 20 extensions per voicemail box.

(1) Effective September 18, 2009 this product is Grandfathered and no longer available.

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SECTION 5 – LOCAL EXCHANGE SERVICE (CONT'D.)

5.4 Cleartel Services (Cont'd.)

5.4.3 Payphone Service Provider (PSP) Services

1. Payphone services are equipped with:

Payphone Line
Free Non-Published Listing
Free 900/976 Block
Free International Direct Dial Block
Unlimited Local Intra-LATA Long Distance

2. Rules and Regulations

- A. Service for Payphone Service Provider ("PSP") Telephones is an exchange line service provided at the request of the subscriber for telecommunications use.
- B. Service is provided for use with PSP telephones.
- C. The carriage and completion of all local dialed calls including operator service functions are provided by the Company.
- D. Service is provided subject to the condition that telephone messages (local and long distance) placed from stations that are accessible to the public are completed over PSP lines (or other Public or Semipublic lines). Where service is furnished, any type or grade of residence or business service offered regularly at that location may be furnished in addition, provided such residence or business service is confined to locations solely for use by the particular establishment.
- E. Service may not be attached to other types of access lines. A subscriber must order a separate PSP Access line for each PSP telephone installed and will be billed the tariff rate for each line.
- F. Service may only be provided as Two-Way service, except lines placed in correctional institutions, schools, hospitals and other locations for which a specific exemption has been granted by the Public Service Commission. There will be no charge imposed for incoming calls.
- G. For customers subscribing to Caller ID - Deluxe, if the incoming call originates from a customer provided public telephone, the name information transmitted will always be "Pay Phone".
- H. The PSP shall be responsible for the installation, operation and maintenance of any PSP instruments used in connection with this service.

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5.4 Cleartel Services (Cont'd.)

5.4.3 Payphone Service Provider (PSP) Services (Cont'd.)

2. Rules and Regulations, (cont'd)

- I. The PSP shall be responsible for payment of a nonrecurring charge as specified in this tariff for each visit by the Company or its agent to the customer's premises solely to determine that the service difficulty or trouble report results from the use of equipment or facilities provided by the customer.
- J. PSP telephones must be connected to the telephone network in compliance with Part 68 of the FCC Rules and Regulations as well as regulatory requirements of the New York Public Service Commission. The telephones must have the following operational characteristics:
 - 1. Must be lighted during the hours of darkness when light from other sources is not adequate to read instructions and use the payphone.
 - 2. Must be able to access 911 Emergency Service, where available, at no charge to the calling party. Where 911 is not available, must be able to access the "Operator", at no charge to the calling party. The appropriate emergency number (Operator, 911) must be clearly posted at each PSP location.
 - 3. Must be equipped to return the coins to the caller in the case of an incomplete call, except messages to a Feature Group A access number.
 - 4. Must provide free access to dial-tone and toll free numbers (e.g., 800, 877, and 888).
 - 5. Must complete calls to local and long distance directory assistance.
 - 6. Must provide free access to the responsible party for repairs or refunds. The Company is not responsible for refunds of coins deposited in customer-provided coin-operated public telephones.

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5.4 Cleartel Services (Cont'd.)

5.4.3 Payphone Service Provider (PSP) Services (Cont'd.)

2. Rules and Regulations (Cont'd.)

7. Must be equipped with a legible sign, card, or plate of reasonable permanence that shall identify the following:
 - a. The telephone number and location address of the payphone station, name and certificate number of the certificate holder, the party responsible for repairs and refunds, address of responsible party, free phone number of responsible party, clear dialing instructions (including notice of the lack of availability of local or toll services) and the local coin rate.
 - b. For those payphone stations that will terminate conversation after a minimum elapse of time, notice shall be included on the sign card as well as an audible announcement 30 seconds prior to termination of the phone call.
8. Each payphone station that provides access to any interexchange company must provide coin free access to all locally available interexchange companies (except for Feature Group A access). The payphone station shall provide such access through the forms of access purchased by locally available long distance carriers such as 10XXX+0, 10XXXX+0, 101XXXX+0, toll free (e.g., 800, 877, and 888) access.

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5.4 Cleartel Services (Cont'd.)

5.4.3 Payphone Service Provider (PSP) Services (Cont'd.)

2. Rules and Regulations (Cont'd.)

9. May have a maximum of one non-dialable extension per station access line. This extension must be within the same premises as the main station and may be a maximum of 35 feet from the main station or have a privacy feature to disable the extension when the main station is in use.
10. No sales solicitation shall be allowed during the interval between the last digit dialed by the end user and connection with the interexchange carrier.
11. All 0- calls shall be routed to a telecommunications company that is authorized by the Commission to handle 0- calls. All other calls, including operator service calls, may be routed to the PSP's carrier of choice, unless the end user dials the appropriate access code for their carrier of choice, i.e., 950, 10XXX, 10XXXX, 101XXXX, and toll free access (e.g., 800, 877, and 888).

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5.4 Cleartel Services (Cont'd.)

5.4.3 Payphone Service Provider (PSP) Services (Cont'd.)

2. Rules and Regulations (Cont'd.)

K. Each payphone station:

1. Must allow incoming calls to be received at all times, with the exception of those locations at hospitals, schools and locations specifically exempted by the Commission. There shall be no charge for receiving incoming calls.
2. A PSP may petition the Commission for an exception from the incoming call requirement for a period that shall not exceed two years from the effective date of the Order granting the exemption. Where incoming calls are not received, central office based intercept shall be provided at no charge to the end user and a written notice shall be prominently displayed on the payphone directly above or below the telephone which states: "Incoming calls blocked at request of law enforcement."
3. Must be connected to an individual access line.

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5.4 Cleartel Services (Cont'd.)

5.4.3 Payphone Service Provider (PSP) Services (Cont'd.)

2. Rules and Regulations (Cont'd.)

K. Each payphone station: (Cont'd.)

4. Must permit outgoing calls to be placed at all times. Each pay telephone service company shall make all reasonable efforts to minimize the extent and duration of interruptions of service. Service repair programs should have as their objective the restoration of service on the same day that the interruption is reported to the company (Sundays and holidays excluded).

L. Telephone Directories (current white page directory for the local calling area and a reasonably current yellow page directory that is appropriate for the calling area of the payphone station) shall be maintained at each payphone station.

1. Where there is a single payphone station, a directory shall be maintained at each station.
2. Where there are two or more payphone stations located in a group, a directory for the entire local calling area shall be maintained at every other station. However, where telephone pay stations are fully enclosed, a directory shall be maintained at each payphone station.
3. Payphone stations that provide local directory assistance at no charge are exempt from the provision of this rule. A notice must appear on the placard if local directory assistance at no charge is being provided.

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5.4 Cleartel Services (Cont'd.)

5.4.3 Payphone Service Provider (PSP) Services (Cont'd.)

2. Rules and Regulations (Cont'd.)

- M. Normal maintenance and coin collection activity shall include a review of the cleanliness of each payphone station.
- N. Each payphone station must comply with rules of the American National Standards Institute, Inc, relative to physical handicap accessibility.
- O. Each pay telephone station shall permit end users to input unlimited digits for the duration of the call.
- P. Toll Fraud Liability
 - 1. A company providing interexchange telecommunications services or local exchange telecommunications services shall not collect from a PSP for:
 - a. Charges billed to a line for calls which originates from that line through the use of access codes such as 10XXX, 10XXXX, 101XXXX, 950, and toll free (e.g. 800, 877, 888) access codes, or when the call originating from that line otherwise reached an operator position, if the originating line is subscribed to outgoing call screening and the call was placed after the effective date (the date after the call screening order was placed and associated charges apply) of the outgoing screening order;
 - b. Charges for collect or third number billed calls, if the line to which the call was billed was subscribed to incoming call screening and the call was placed after the effective date of the incoming call screening order. Any call billed through the provider of local exchange telecommunications services or directly by an interexchange company, or through a billing agent, which have been identified as not collectible as described above, must be removed from any PSP's bill after the PSP gives notice of the fraudulent charges to the billing party. Pay telephone providers shall give such notice to the provider of local exchange telecommunications services and the interexchange company in writing no later than the due date of the bill.

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5.4 Cleartel Services (Cont'd.)

5.4.3 Payphone Service Provider (PSP) Services (Cont'd.)

2. Rules and Regulations (Cont'd.)

P. Toll Fraud Liability (Cont'd.)

1. Cont'd.

- c. The provider of local exchange telecommunications services is responsible for charges described in a. above that are associated with the failure of the provider of local exchange telecommunications services' screening services.
 - d. The interexchange company is responsible for charges described in P.1.a. above that are associated with the failure to properly validate calls via the appropriate provider of local exchange telecommunications services' database.
 - e. Any charges accrued to a line when the subscriber has subscribed to the provider of local exchange telecommunications services to screen calls described in P.1.a. above shall not be the basis for discontinuance of local and intrastate service.
- Q. Providers serving confinement facilities shall provide for completion of all inmate calls allowed by the confinement facility.
- R. Pay telephones stations located in confinement facilities shall be exempt from the preceding requirements except that outgoing local and long distance calls may not be terminated until after a minimum elapsed time of ten minutes. Audible and written disconnect notifications shall apply, and one access line shall not be connected to more than three pay telephone stations.
- S. Proof of all necessary certifications must be furnished to the Company by the subscriber prior to service being furnished.
- T. The subscriber is responsible for meeting all federal, state and local statutes with respect to provision of PSP telephones in accordance with all hearing impaired and handicapped person requirements.

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5.4 Cleartel Services (Cont'd.)

5.4.3 Payphone Service Provider (PSP) Services (Cont'd.)

2. Rules and Regulations (Cont'd.)

U. Violations of Regulations

1. Where any PSP telephone is used and/or connected in violation of this tariff, the Company will promptly notify the customer of the violation.
2. Violations of the tariff, Commission rules pertaining to public telephone service or certification requirements will subject subscribers of service to suspension and/or termination of service consistent with Section 2.6.1 of this tariff.

V. Service Features

Zone Sensitive Rate for PSP

Central Office Blocking with Operator Screening for Flat Rate Service. Subscribers to this service are required to take one of the following options where facilities are available to provide such service.

1. Two-Way Service:
 - a. Provides central office blocking of 011+ calls. Provides screening information to the operator to prevent operator assisted sent-paid calls from being billed to the line.
 - b. Provides central office blocking of 7 digit local, 1+DDD, 1+ 900 and 011+ calls. Provides screening information to the operator to prevent operator assisted sent-paid calls from being billed to the line.
 - c. Provides central office blocking of 1+DDD, 1+900 and 011+ calls. Provides screening information to the operator to prevent operator assisted sent-paid calls from being billed to the line.

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5.4 Cleartel Services (Cont'd.)

5.4.3 Payphone Service Provider (PSP) Services (Cont'd.)

2. Rules and Regulations (Cont'd.)

V. Service Features (Cont'd.)

2. Outward Only Service:

May only be provided for placement in correctional institutions, schools, hospitals and other locations for which the Public Service Commission may grant a specific exemption.

- a. Provides central office blocking of 011+ calls. Provides screening information to the operator to prevent operator assisted sent-paid calls from being billed to the line.
- b. Provides central office blocking of 7 digit local, 1+DDD, 1+900 and 011+ calls. Provides screening information to the operator to prevent operator assisted sent-paid calls from being billed to the line.
- c. Provides central office blocking of 1+DDD, 1+900 and 011+ calls. Provides screening information to the operator to prevent operator assisted sent-paid calls from being billed to the line.

3. Rates and Charges Applied by the Company

A. Monthly Charges:

<u>Zones/Service</u>	<u>Per Month / Per Access Line</u>		<u>Current-No</u>	<u>Current-</u>
	<u>Min.</u>	<u>Max.</u>	<u>Term</u>	<u>Term</u>
NY Verizon Zone 1	\$20.49	\$50.00	\$28.95	\$24.95
NY Verizon Zone 2	\$20.74	\$50.00	\$31.95	\$27.95
NY Verizon Zone 3	\$23.74	\$58.00	\$36.95	\$31.95

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5.4 Cleartel Services (Cont'd.)

5.4.3 Payphone Service Provider (PSP) Services (Cont'd.)

3. Rates and Charges Applied by the Company (Cont'd/)

- B. Sent paid long distance charges apply on a per message basis based on applicable toll rates. Operator handled non-sent paid local calls will be rated to the end user at the tariff rate, plus the appropriate tariff additive operator services charges and set use fee. The rates charged the caller for non-sent paid calls to any extended calling service exchanges will be rated at the local call rate plus the appropriate tariff operator services charges and set use fee as.
- C. The service subscriber who subscribes to this service will be charged for sent paid calls to any extended calling service exchanges outlined in this tariff that is not located in the IntraLATA calling scope.
- D. The service subscriber who subscribes to this service will be charged for sent paid calls to any local calling Plus exchanges outlined in this tariff that is not located in the IntraLATA calling scope.
- E. Non-sent paid IntraLATA calls will be provided at no additional charge to the subscriber.
- F. Directory Assistance calls will be rated at per call charge as provided in Section 6 of this tariff.
- G. Service Charges as covered in this tariff for business individual line service are applicable.
- H. Listings in connection with service are furnished under the same rates and regulations as other business service.
- I. Suspension of service is not available to service subscribers.

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5.4 Cleartel Services (Cont'd.)

5.4.3 Payphone Service Provider (PSP) Services (Cont'd.)

4. Rates and Charges Applied by the Subscriber

A. Rates charged any end user by a PSP subscribing to the service and providing operator service within the pay telephone premises' equipment shall not exceed the following:

1. Local coin calls - the rate posted at the pay telephone station.
2. Extended area service (EAS) coin calls - a rate equivalent to the local coin call rate.
3. Extended calling scope (ECS) calls the rate equivalent to the local coin rate
4. 0+ toll non-person-to-person - a maximum rate of \$0.30 per minute, plus a \$1.75 charge.
5. 0+ toll person-to-person - a maximum rate of \$0.30 per minute, plus a \$3.25 charge.
6. 0+ non-person-to-person local - a rate equivalent to the local coin rate, plus a \$1.75 charge.
7. 0+ per-to-person local - a rate equivalent to the local coin rate, plus a \$3.25 charge.

B. A PSP shall not obtain services from an interexchange carrier or an operator service provider unless such carrier or provider has obtained a certificate of public convenience and necessity from the Commission.

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5.4 Cleartel Services (Cont'd.)

5.4.4 Tempo Prepaid Services

A. Tempo Value Line

1. Tempo Value Line is equipped with:

Basic Residential Line

2. Monthly Recurring Charges:

	<u>Min Rate</u>	<u>Max Rate</u>	<u>Current Rate</u>
Per Line	\$34.99	\$120.00	\$59.99

3. This product was formerly known as the following Cleartel product names:

Former Cleartel Product Name

NY Basic Service
Residential Basic

- Long Distance is unavailable with this product. All Long Distance will be blocked upon setup of this service.
- Features can be purchased at “a la carte” rates – see Section 5.5 of this tariff. Features cannot be added/deleted during the prepaid month. Feature changes can only be submitted upon payment of the next prepaid month.
- The availability of certain features depends on ILEC feature availability.
- Caller ID Customers must provide and connect their own compatible CPE.
- Product may not be available in all CLLIs.
- An additional charge will apply when adding Lingo Unified Messaging or Lingo Voicemail to Tempo Value Line. There is a maximum of 20 extensions per voicemail box.
- Inside Wire Maintenance can be added with this product, but only at time of install.
- There is no pro-ration or de-ration with prepay product, features and services.

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5.4 Cleartel Services (Cont'd.)

5.4.4 Tempo Prepaid Services (Cont'd.)

B. Tempo Basic

1. Tempo Basic is equipped with:

Basic Residential Line
Caller ID Deluxe
Call Waiting

2. Monthly Recurring Charges:

	<u>Min Rate</u>	<u>Max Rate</u>	<u>Current</u> <u>Rate</u>
Per Line	\$36.99	\$120.00	\$59.99 (I)

3. This product was formerly known as the following Cleartel product names:

Former Cleartel Project Name

Residential Enhanced
Residential Enhanced 310
Residential Essential

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5.4 Cleartel Services (Cont'd.)

5.4.4 Tempo Prepaid Services (Cont'd.)

B. Tempo Basic

- Long Distance is unavailable with this product. All Long Distance will be blocked upon setup of this service. (1)
- Declining free features does not reduce the package rate.
- Additional features can be purchased at “a la carte” rates – see Section 5.5 of this tariff. Features cannot be added/deleted during the prepaid month. Feature changes can only be submitted upon payment of the next prepaid month.
- The availability of certain features depends on ILEC feature availability.
- Caller ID Customers must provide and connect their own compatible CPE.
- Product may not be available in all CLLIs.
- An additional charge will apply when adding Lingo Unified Messaging or Lingo Voicemail to Tempo Basic. There is a maximum of 20 extensions per voicemail box.
- Inside Wire Maintenance can be added with this product, but only at time of install.
- There is no pro-ration or de-ration with prepay product, features and services.

(1) Effective September 12, 2009, NOW Basic customers will be given an option to purchase a block of LD minutes. See section 5.4.7 below.

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5.4 Cleartel Services, (Cont'd)

5.4.4 Tempo Prepay Services (Cont'd.)

C. Tempo Essentials

1. Tempo Essentials is equipped with:

Basic Residential Line
Unlimited Features
2,000 Free Minutes of Inter-LATA Long Distance

2. Monthly Recurring Charges:

	<u>Min Rate</u>	<u>Max Rate</u>	<u>Current</u> <u>Rate</u>
Per Line	\$59.99	\$120.00	\$59.99

3. This product was formerly known as the following Cleartel product names:

Former Cleartel Product Name
Residential Unlimited

4. Rules & Regulations:

- Customer will be given 2,000 free minutes of Long Distance with this service. The free minutes include Intra-LATA, Intra-State and Inter-State toll. Customer cannot exceed the 2,000 minutes. Long Distance will be unavailable after the allotted 2,000 minute block, until the service is renewed the following month.
- Declining free features does not reduce the package rate.
- Features cannot be added/deleted during the prepaid month. Feature changes can only be submitted upon payment of the next prepaid month.
- The availability of certain features depends on ILEC feature availability.
- Caller ID Customers must provide and connect their own compatible CPE.
- Product may not be available in all CLLIs.
- An additional charge will apply when adding Lingo Unified Messaging or Lingo Voicemail to Tempo Essentials. There is a maximum of 20 extensions per voicemail box.
- Inside Wire Maintenance can be added with this product, but only at time of install.
- There is no pro-ration or de-ration with prepay product, features and services.

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5.4 Cleartel Services (Cont'd.)

5.4.5 Off-Premise Extensions (1)

On and/or Off Premises Extensions and Dual Premise Addresses (DPAs) extend the capability to make or receive calls from a 2-Wire Voice Grade Port/Loop Combination beyond the End-Users Primary Service Address, but within the same Central Office.

Rates:

	<u>Min Rate</u>	<u>Max Rate</u>	<u>Current Rate</u>
Off Premise Extension	\$4.46	\$42.00	\$20.38
Off-Prem 2Wire Voice Component	\$7.36	\$40.00	\$7.36

5.4.6

Inclusive Domestic LD Package (1)

Provides 2,000 total minutes of Intra-Lata, Intra-State and Inter-State long distance for a monthly recurring charge. If added to a product that includes long distance minutes free, the total number of free minutes and the minutes included in this Inclusive Domestic LD Package cannot exceed 2,000 minutes.

1. Rates:

	<u>Min Rate</u>	<u>Max Rate</u>	<u>Current Rate</u>
Per Line	\$15.00	\$45.00	\$15.95

2. This product was formerly known as the following Cleartel product names:

Former Cleartel Product Names

Free Sense
Long Distance for Friends Unlimited
Long Distance for Supra Friends Unlimited

5.4.7 300 Prepaid Minutes LD

Available only to prepaid residential customers with the Tempo Basic service, this package provides 300 total minutes of Intra-Lata, Intra-State and Inter-State long distance for a monthly recurring charge. The LD will not exceed 300 minutes per month, and will be reset upon payment by the customer.

Rates:

	<u>Min Rate</u>	<u>Max Rate</u>	<u>Current Rate</u>
Per Line	\$7.00	\$45.00	\$9.00

(1) Effective September 18, 2009 this product is Grandfathered and no longer available.

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5.4 Cleartel Services (Cont'd.)

5.4.8 Miscellaneous Service Charges

A. Facilities Charges

The Facilities Charge provides for delivery of high quality services, including connecting customers to the network, customer service and network monitoring, updating operational systems, and the construction of a facilities-based network. The Facilities Charge is applied to each line. A Supplementary Facilities Charge is also applied to each line where Lingo Long Distance service is used.

<u>Charge (per line)</u>	<u>Min Rate</u>	<u>Max Rate</u>	<u>Current Rate</u>
Facilities Charge	\$3.50	\$13.00	\$6.88

<u>Charge (per line with Lingo LD)</u>	<u>Min Rate</u>	<u>Max Rate</u>	<u>Current Rate</u>
B. Supplementary Facilities Charge	\$1.00	\$10.00	\$5.00
Carrier Access Recovery Charge			

The Carrier Access Recovery Charge funds a contribution towards higher costs of interconnection with other carriers. This charge is applied to each line.

<u>Charge (per line)</u>	<u>Min Rate</u>	<u>Max Rate</u>	<u>Current Rate</u>
Carrier Access Recovery Charge	\$1.69	\$9.00	\$4.31

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5.4 Cleartel Services (Cont'd.)

5.4.8 Miscellaneous Service Charges

C. Regulatory Compliance Fee

The Regulatory Compliance Fee covers costs associated with ongoing regulatory and compliance obligations, participation in regulatory proceedings, handling customer complaints with regulatory agencies, and negotiations with other regulated carriers. This charge is applied to each line.

<u>Charge (per line)</u>	<u>Min Rate</u>	<u>Max Rate</u>	<u>Current Rate</u>
Regulatory Compliance Fee	\$0.48	\$5.00	\$2.01

D. Excessive Usage Charge

If the Company determines that Customer's usage exceeds 2500 minutes on a Residential long distance plan or 2000 minutes on a Business long distance plan (except T-1 Plans) then the Customer shall forfeit eligibility for rates under this plan and (1) Customer will be charged an additional \$40 per month per line for as long as the excess usage or violation continues, (2) Customer will be moved to another Lingo long distance plan unless an alternative plan is selected by the Customer, and/or (3) long distance service may be blocked without notice.

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5.5 Features and Blocks

Any of the following calling features may be added, subject to ILEC availability. The following rates apply only when these calling features are added to a line that does not include the feature in the package. To add calling features to any other service, please refer to Section 4.1 for applicable rates.

Feature Name	BUSINESS RATES			RESIDENTIAL RATES		
	Min	Max	Current	Min	Max	Current
Accounting Codes	\$8.00	\$32.00	\$16.00	n/a	n/a	n/a
Distinctive Ring	\$3.11	\$20.76	\$6.50	\$4.99	\$15.00 (I)	\$9.50
3 Way Calling	\$2.08	\$18.00	\$9.70	\$5.00	\$15.00	\$10.99
3 Way Calling w/Transfer	\$7.00	\$21.00	\$8.05	\$4.50	\$13.50	5.18
Simultaneous Call Forwarding	\$6.00	\$18.00	\$6.90	\$5.00	\$15.00	\$5.75
Speed Call 30	\$1.48	\$11.00	\$7.99	\$5.25	\$15.75	\$7.23
Call Waiting	\$8.50	\$18.00	\$14.85	\$4.50	\$13.50	\$11.75
Call Forward Busy	\$3.11	\$10.00	\$7.25	\$2.50	\$7.50	\$4.75
Call Fwd Don't Answer w/Ring Control	\$2.60	\$10.00	\$6.80	\$2.10	\$6.30	\$4.75
Call Forward Variable	6.00	12.00	9.98	6.00	18.00	10.99
Remote Access to Call Forwarding	\$1.25	\$7.25	\$5.75	\$2.50	\$7.50	\$2.88
Hunting	\$5.00	\$25.00	\$19.00	\$5.00	\$15.00	\$5.95
Preferred Call Forwarding	\$2.25	\$9.00	\$6.99	\$5.95	\$17.85	\$5.50
Caller ID Block	\$2.25	\$9.00	\$5.75	\$5.00	\$15.00	\$5.50
Caller ID	\$8.50	\$11.50	\$8.50	\$6.00	\$18.00	\$12.95
Repeat Dialing	\$4.00	\$8.90	\$4.60	\$2.50	\$7.50	\$3.88
Call Return	\$2.25	\$9.00	\$5.60	\$2.50	\$15.00	\$10.30
Call Tracing	\$2.25	\$9.00	\$8.05	\$6.50	\$19.50	\$7.48
Call Block	\$2.13	\$8.50	\$6.90	\$5.99	\$17.97	\$2.00
Enhanced Caller ID ⁽¹⁾	\$2.25	\$18.00	\$12.50	n/a	n/a	n/a
Call Waiting Deluxe ⁽²⁾	n/a	n/a	n/a	\$5.00	\$15.00	\$5.75
Call Waiting W/CID Opt	n/a	n/a	n/a	\$4.00	\$12.00	\$6.17
Caller ID Deluxe ⁽³⁾	\$2.25	\$22.50	\$10.20	\$7.50	\$22.50	\$9.63
Restrict International	\$5.00	\$15.00	\$5.95	\$1.50	\$15.00 (I)	\$5.95
Restrict Toll	\$5.00	\$15.00	\$5.95	\$5.00	\$15.00	\$5.95
Message Waiting Indication	\$0.80	\$3.20	\$0.85	\$0.85	\$15.00 (I)	\$0.85
Star 98 Access	\$0.80	\$3.20	\$2.00	\$2.00	\$15.00 (I)	\$2.00

⁽¹⁾ Enhanced Caller ID is only available on business lines.

⁽²⁾ Call Waiting Deluxe is only available on residential lines.

⁽³⁾ Anonymous Call Rejection is no longer available individually, but is offered inclusive with Caller ID Deluxe.

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5.6 American Fiber Network (AFN) and Close Call America (CCA)

5.6.1 Products

The following products of AFN or CCA have been grandfathered. In addition, their name has changed to a current Lingo product as outlined below.

A. Lingo Essentials - the following products will be billed as Lingo Essentials:

Residential First Line

B. Lingo Basic Plus - the following products will be billed as Lingo Basic Plus:

Business Line

Residential First Line

C. Lingo Value Line - the following products will be billed as Lingo Value Line:

Business Line

Residential First Line

Residential Line Charge

Residential Line Charge-Extended Calling

5.6.2 Payphone Service Provider (PSP) Services

5.6.2.1 Payphone rules and regulations are outlined in Section 5.4.3.1 and 5.4.3.2.

5.6.2.2 Rates and Charges - the monthly recurring charge for this service is \$52.30.

5.6.2.3 AFN and CCA Payphone Service Provider (PSP) Services

The following products of AFN or CCA have been grandfathered and will be billed as "Payphone."

Coin Line Flat Rate

Coinless Payphone Access - Outward Only

Coinless Payphone Access - Outbound Only

Interra Payphone Access Service

Interra Payphone Line Rate

Payphone Access Line

Payphone Access Service

Smart PAL

Smart Payphone

Smart Public

PAL Message Rate

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5.7 Cordia, MyTel and North Star Telecom

5.7.1 Products

The following products of Cordia, MyTel and NorthStar Telecom have been grandfathered. In addition, their name has changed to a current Lingo product as outlined below.

A. Lingo Essentials - the following products will be billed as Lingo Essentials:

Cordia Business Complete Unlimited	First Month Cordia Select Unlimited
Cordia Complete Unlimited Plan	First Month Cordia Unlimited Value
Cordia Elite Multi Line Plan	First Month NS Unlimited T2
Cordia Preferred Loc Unlimited -M	Freedom Local Regional & LD
Cordia Preferred Unlmted Multi	Local Pkg Plus - Grandfathered MyTel Unlimited Plan Addl Line
Cordia Res. Unlimited Premium	NorthStar Unlimited T1 Z3
Cordia Select Unlimited	NorthStar Unlimited T2
Cordia Unlimited Local Global	NorthStar Unlimited T3
Cordia Unlimited Plan Promo 6	Z2 Unl. Adv. Plan \$49.99
Cordia Unlimited Plus DA	
Cordia Unlimited with Canada	
First Mo Cordia Complete Unlim	

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5.7 Cordia, MyTel and North Star Telecom (Cont'd.)

5.7.1 Products (Cont'd.)

The following products of Cordia, MyTel and NorthStar Telecom have been grandfathered. In addition, their name has changed to a current Lingo product as outlined below.

B. Lingo Basic Plus - the following products will be billed as Lingo Basic Plus:

Business Advantage	Freedom Basic
Cordia Addl Line Unlimited Local	Freedom Local Regional & LD
Cordia Addl Unlimited Local/Reg	Local Pkg Plus - Grandfathered
Cordia Addl Unlimited Resident	MyTel Preferred Unlimited Plan
	MyTel Preferred Unlimited Local
Cordia Business Extended	Reg
Cordia Business Unlimited	MyTel Unlimited Calling Plan
	MyTel Unlimited Local
Cordia Complete Unlimited Plan	Regional
Cordia Preferred Local Unlimited	MyTel Unlimited Local Regl
	MyTel Unlimited Local Regl
Cordia Preferred Unlimited Plan	Addl
Cordia Select Local Unlimited	NorthStar Unlimited T1
Cordia Select Unlimited	NorthStar Unlimited T2 Z3
Cordia Select Unlimited Plan	Z1 Super Saver Plan \$31.99
Cordia Unlimited Residential	Z1 Super Saver Plan \$34.99
Cordia Unlimited Residential P	Z1 Unl Adv Plan \$39.99
Cordia Unlimited Value Plan	Z1 Unl Adv Plan \$44.99
Cordia Unlimited Local & Regional	Z2 Super Saver Plan \$39.99
Discontinued Flat Rate Usage	Z2 Unl. Adv. Plan \$44.99

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5.7 Cordia, MyTel and North Star Telecom (Cont'd.)

5.7.1 Products (Cont'd.)

The following products of Cordia, MyTel and NorthStar Telecom have been grandfathered. In addition, their name has changed to a current Lingo product as outlined below.

C. Lingo Value Line - the following products will be billed as Lingo Value Line:

Additional Line	Dial Tone Line
Auxiliary Line	Discontinued -Flat Rate Res
Basic Residential Service	Flat Rate Residence
Budget Measured Rate	Flat Rate Residential
Business Link Plan	Freedom Basic for Bus
Cordia Bus. Local Premium Addl	Freedom Local Regional & LD
Cordia Business Basic 100	Indoor 2 Line Miniature
Cordia Business Basic Addl	Main Service Line
Cordia Business Complete Plan	Measured Rate Business
Cordia Business Local Premium	Measured Rate Residence
Cordia Business Local Premium 1	Message Rate Business
Cordia Business Premium	Message Rate Residence
Cordia Business Premium 1 Addl	MyTel Elite Calling Plan
Cordia Business Premium Addl	Touch Tone
Cordia Elite Plan	Worksmart Package
Cordia Total Package Plus	Z2 Super Saver Plan \$34.99
Cordia Total Package Standard	
Cordia Unlimited Value Plan	

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5.8 Covista Communications, Inc.

The following products of Covista Communications, Inc. have been grandfathered. In addition, their name has changed to a current Lingo product as outlined below.

A. Lingo Essentials - the following products will be billed as Lingo Essentials:

1phone Unlimited local
1phone unlimited local and domestic ld
2.9 LD with Local
Basic Line
IQcumber Unlimited
Kiss Twelve
local 35.99
local 35.99 plan
Premium Local
Premium National
Residential Unlimited
STANDARD LOCAL

B. Lingo Value Line - the following products will be billed as Lingo Value Line:

1phone Unlimited local	local 35.99 plan
	Local Exchange
2.9 LD with Local	Bundle
BAP Additional Line	Local Plan
Basic Line	local second line
Basic Local w/Basic LD	Measured Residence
	Message Rate
Flat Rate Usage	Business
Interstate Voice	Residential Basic
IQcumber Unlimited	STANDARD LOCAL
Kiss Twelve	Standard Plan

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5.9 Ernest Communications

The following products of Ernest Communications, Inc. have been grandfathered. In addition, their name has changed to a current Lingo product as outlined below.

A. Lingo Basic Plus:

ABM-B1-2c	Empire-Flat	RAC-RCF
AllenEdmds-B1-2b	EZPI-Z1-NY	Radiant-EZ-Z2-VNY
AlliedBldgProd-Flat	EZ-Z1-NY	Radiant-EZ-Z3-VNY
AMC-Flat	EZ-Z1-NY	Red Rbn-B1-2b-VNY
APG-B1-2a	EZ-Z2-NY	SamTrust-B1-2d
Baker Footwear-Flat	EZ-Z3-NY	Sm Bus-Z1-VNY
Bus-Spc	Ferrell Gas-B1-2b	Sm Bus-Z2-One-VNY
Carquest-Flat	FleetPride-Flat	Sm Bus-Z2-VNY
CarToys-Flat	FurnRow-B1-2b	Sm Bus-Z3-One-VNY
Chicos (2012)-Flat	GameStop-Flat	Sm Bus-Z3-VNY
Chicos-EZPI	GuruDenim-Flat	Souper-EZPI-OnNet
ChmChar-Z2-One-VNY-	HealthyAdvice-EZPI-	
w/3%Dsct	VNY	SpecRest-Flat
Cintas-Flat	Heartland Mgmt-B1-2b	Std Parking12-B12b
Cintas-Spec	iCore-B1-2b	SteinMart-Flat
ConectIP-Flat	Internap-B1-2b	Sterling-Flat
CPS-EZ-Z1-NY	ITT-B1-2d	THD-B1-2a
CPS-EZ-Z2-NY	John Deere-Flat	TiresPlus-Flat
CT NR-EZ-Z2-NY	Limited-B1-2d	Trefz-B1-2b
CT NR-EZ-Z3-NY	Lincare-Flat Rate	TrueReligion-Flat
CT Ventus-EZ-Z2-NY	Lindt-EZPI-Z1-NY	TX Rdhse-B1-2b
CT-2011-Z3-P-VNY	Lindt-EZPI-Z2-NY	Under Armour-On Net
CTech21-Z1-NY	Lindt-EZPI-Z3-NY	Velocity-Flat
CTech21-Z2-NY	McJunkin-EZPI-OnNet	Viad-B1-2d
CTech21-Z3-NY	MotionInd-Flat	Zales-EZPI-Z1-NY
CT-Rsale-NY	Natl Vision-Flat	Zales-EZPI-Z2-NY
Davids Bridal-EZPI-	NewcomerFuneralHms-	Zales-EZPI-Z2-OK
OnNet	B1-2b	
Design W/Rch-B1-2b	NewcomerFuneralHms-	Zales-EZPI-Z3-NY
	Blended	
Dobson-EZPI-MD	NY	Zales-EZPI-Z3-VNY
Dobson-EZPI-NY	Paradies-EZPI-Z2-NY	
EMF-B1-2b	RAC-Flat	

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5.9 Ernest Communications

The following products of Ernest Communications, Inc. have been grandfathered. In addition, their name has changed to a current Lingo product as outlined below.

B. Lingo Value Line:

Mo Svc-Local Meas-VNY
Mo Svc-Rsale-Z3-Meas-Fron-Roch-NY
Mo Svc-Rsale-ZU-Meas-Fron-Roch-NY

C. Lingo T:

Bus-PRI Voice

D. Remote Call Forward, Remote Call Forward Additional Path (RCF, RCA)

Remote Call Forward-VNY-Addl Path
Remote Call Forward-Spc
Remote Call Forward-VNY

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5.10 Lightyear Network Solutions

The following products of Lightyear have been grandfathered. In addition, effective with the first Lingo invoice their name has changed to a current Lingo product as outlined below.

A. Lingo Basic Plus:

BizValue
HOME Opportunity Add'l Line
Opportunity Plan
Starter Plan

B. Lingo Value Line:

HOME Starter Add'l Line

C. Lingo T1 PRI:

Local PRI Loop Monthly
LY BIZ Local PRI
Paetec Port Charge (PRI)

D. Lingo T1 Integrated (Complete):

DT-1 Equip Upgrade
Dynamic T-1 Loop A Monthly
Dynamic T-1 Monthly 12 lines
Loop A Monthly Charge
New Dynamic T-1 16 line

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SECTION 6 – SUPPLEMENTAL SERVICES

6.1 Operator Service

6.1.1 General

Company operator services, available to presubscribed Customers, are accessible on a twenty-four (24) hour per day seven (7) days per week basis. In addition to the per call service charge, usage rates apply. The types of calls handled are as follows:

Customer Dialed Calling/Credit Card Call – This charge applies in addition to usage charges for station to station calls billed to an authorized Calling Card or Commercial Credit Card. The Customer must dial the destination telephone number where the capability exists for the Customer to do so. A separate rate applies in the event operator assistance is requested for entering the Customer's card number for billing purposes.

Operator Dialed Calling/Credit Card Call – This charge applies in addition to usage charges for station to station calls billed to an authorized telephone Calling Card or Commercial Credit Card and the operator dials the destination telephone number at the request of the Customer.

Operator Station – These charges apply in addition to usage charges for non-Person-to-Person calls placed using the assistance of a Company operator and billed Collect, to a Third Party, or via some method other than a Calling Card or Commercial Credit Card.

Person-to-Person – This charge applies in addition to usage charges for calls placed with the assistance of a Company operator to a particular party at the destination number. This charge applies regardless of billing method, including but not limited to billing to a Calling Card, Commercial Credit Card, Collect or to a Third Party. Charges do not apply unless the specified party or an acceptable substitute is available.

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6.1 Operator Service (Cont'd.)

6.1.2 Minimum / Maximum Rates

A. Usage Charges

Usage charges for operator assisted calls are those usage charges that would normally apply to the calling party's service.

B. Minimum / Maximum Per Call Service Charges

	Per Call Service Charge	
	<u>Minimum</u>	<u>Maximum</u>
Customer Dialed Calling Card	\$0.20	\$0.80
Operator Assisted Station-to-Station	\$0.65	\$2.66
Operator Assisted Person-to-Person	\$1.75	\$7.00
Directory Assistance – Local	\$1.25	\$2.00
Directory Assistance – Call Complete	\$0.20	\$0.80

6.2 Location Surcharge

At the option of the Subscriber, a per-call Location Surcharge may apply for the use of the Subscriber's telecommunications facilities and equipment, unless the Subscriber otherwise collects a surcharge directly from the end user.

6.2.1 Minimum / Maximum Rate

	Per Call Service Charge	
	<u>Minimum</u>	<u>Maximum</u>
Subscriber Surcharge: up to	\$0.75	\$3.00

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6.3 Busy Line Verification and Interrupt Service

Upon request of a calling party the Company will verify a busy condition on a designated local service line. The operator will determine if the line is clear or in use and report to the calling party. At the request of the Customer, the operator will interrupt the call on the busy line. Emergency Interruption is only permitted in cases where the calling party indicates an emergency exists and requests interruption.

A Verification Charge will apply when:

- a. The operator verifies that the line is busy with a call in progress, or
- b. The operator verifies that the line is available for incoming calls.

Both a Verification Charge and an Emergency Interrupt Charge will apply when the operator verifies that a called number is busy with a call in progress and the Customer requests interruption. The operator will interrupt the call advising the called party of the name of the calling party and the called party will determine whether to accept the interrupt call. Charges will apply whether or not the called party accepts the interruption.

No charge will apply when the calling party advises that the call is to or from an official public emergency agency. Busy Verification and Emergency Interrupt Service is furnished where and to the extent that facilities permit.

The Customer shall identify and save the Company harmless against all claims that may arise from either party to the interrupted call or any person.

6.3.1 Minimum / Maximum Rates

	Per Call Service Charge	
	<u>Minimum</u>	<u>Maximum</u>
Busy Verification Charge, each request:	\$0.50	\$6.25
Emergency Interrupt Charge, each request:	\$0.50	\$5.00

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6.4 Critical Facilities Administration Service

6.4.1 General Description of Service

Critical Facilities Administration Service (CFAS) provides physical route information to customers with Telecommunications Service Priority (TSP) qualified circuits, provided by the Company. Customer may request an enhance design layout record or may request a schematic/map layout (Circuit Layout Record). The request must be made in writing by authorized personnel. If the Company is acting as the Prime Contractor, the Company will obtain from its subcontractors the physical routing information for their portion of the qualified circuit.

6.4.2 Customer Obligations

- A. Customers' circuits must be federally registered as TSP circuits.
- B. Customers must subscribe to the Critical Facilities Administration Service (CFAS) offered by the Company and identify which qualifying circuits it wishes to enroll in the service. Such circuits will be referred to as "subscribed circuits."
- C. Customers must pay the appropriate tariff charges for CFAS, and any connecting carrier CFAS charges billed to the Company or directly to the Customer.
- D. Customers must agree to treat all network information provided to them regarding their subscribed circuits as confidential.

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6.4 Critical Facilities Administration Service (Cont'd.)

6.4.3 Obligations of the Company

- A. The Company will maintain data and restrict access by each Customer to information relative to that Customer's subscribed circuits.
- B. The Company will identify the physical path of each subscribed circuit so as to allow the Customer to ascertain with a reasonable degree of accuracy the actual physical path of each subscribed circuit.
- C. The Company will maintain facilities associated with subscribed circuits in such a manner as to ensure that the Customer is notified of any change in the physical routing of its subscribed circuit(s).
- D. The Company will make available physical path information for newly provisioned subscribed circuits to the Customer within 5 business days after the circuit has been installed, and within 15 business days for existing TSP circuits.
- E. If Customer has previously obtained documentation as the physical path of a subscribed circuit, the Company will provide at least 24-hour advance notification to the Customer of any planned moves, changes, or rearrangements that affect the physical path of a subscribed circuit. Communications regarding unplanned activity will be provided within 24 hours following the change.
- F. The Company will make available updated information regarding the revised physical path of subscribed circuits to the Customer within 5 business days following planned actions, and within 15 business days following unplanned activities.
- G. For circuits provided in concert with other carriers, the Company, when acting as the Prime Contractor will obtain and forward information regarding the connecting carrier's portion of the physical path of the subscribed circuit to the customer as expeditiously as possible.
- H. Provision of CFAS will be suspended in the instance of a major telephone outage. Once subscribed circuits are restored to service, the Company will make updated physical path information available to the Customer within ninety days of the restoration of service.

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6.4 Critical Facilities Administration Service (Cont'd.)

6.4.4 Minimum / Maximum Rates and Charges

A. Enhanced Design Layout Record (Circuit Layout Record)

	Minimum	Maximum
Per circuit	\$25.00	\$100.00

B. Hourly Charges

Rates for a schematic/map layout are contained reflect the hourly rate that will be charged to the CFAS subscriber per circuit subscribed. The Company will give the Customer a good faith estimate of the time needed to perform the requested service. The Customer will be billed those charges, along with the tariffed rates established by any connecting carrier for the service.

	Minimum	Maximum
Per hour	\$32.00	\$94.00

6.5 Directory Listings and Non-Published Service

	Monthly Recurring Charge	
<u>Business</u>	Minimum	Maximum
Additional Listings	\$2.75	\$12.00
Designer Listing	\$3.50	\$15.00
Foreign Listing	\$2.75	\$12.00
Non-Published Service	\$2.00	\$8.95 (I)
 <u>Residential</u>		
Additional Listings	\$1.90	\$8.00 (I)
Non-Published Service	\$2.00	\$8.00

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SECTION 7 – TOLL SERVICES

7.1 Toll Free Service

Toll Free Service provides for facilities for the Customer(s) to receive interLATA and intraLATA calls. The Customer will be assigned unique Toll Free number(s) that, when dialed, will be routed via the Company's network and terminate at Customer's designated local access line(s).

8XX usage will be billed separately.

(T)

			<u>Min Rate</u>	<u>Max Rate</u>	<u>Current Rate</u>
Toll Free Monthly Recurring Charge per Number:			\$2.95	\$20.00	\$5.00
	<u>Min Rate</u>	<u>Max Rate</u>	Current Rate	Minimum Increment	Billing Increment
With Local Service	\$0.025	\$0.149	\$0.069	30 seconds	6 seconds
Without Local Service	\$0.025	\$0.149	\$0.089	30 seconds	6 seconds

7.2 Toll Service

Provides facilities to complete interLATA, intrastate or intraLATA, interexchange calls between two points. Customer makes call by dialing directly or with operator assistance. Direct Dialing includes 1 + Area Code (where necessary) + telephone number, or, in some cases for IntraLATA, users must access the Company's network by dialing 1010678 then 1 + Area Code + Number. For operator assistance a customer dials O only, O + telephone number or O + NPA + telephone number for IntraLATA calls.

No monthly recurring charges or minimum monthly billing requirements for outbound long distance calls will apply for those customers using Lingo for both local and long distance service. A minimum monthly billing requirement of \$4.95/account per month will apply for customers using Lingo for long distance service only.

Monthly Recurring Charge for Long Distance Only Customers: \$4.95

	<u>Per Minute</u>	<u>Minimum Increment</u>	<u>Billing Increment</u>
With Local Service	<Based on Product>	30 seconds	6 seconds
Without Local Service	\$0.099	30 seconds	6 seconds

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SECTION 7 – TOLL SERVICES (CONT'D.)

7.3 Lingo Long Distance

<u>Products (1)</u>	<u>Min Rate</u>	<u>Max Rate</u>	Rates Per Minute		
			<u>Current Rates Per Product</u>		
			<u>Intra-Lata</u>	<u>Intra-State</u>	<u>Inter-State</u>
Lingo Value Line	\$0.025	\$0.149	\$0.069	\$0.069	\$0.069
Lingo Basic Line	\$0.025	\$0.149	Unlimited	\$0.049	\$0.049
Lingo Essentials	\$0.025	\$0.149	Unlimited	\$0.049	\$0.049
Lingo Basic Plus	\$0.025	\$0.149	Unlimited	\$0.099	\$0.099
Home Value Line	\$0.025	\$0.149	\$0.110	\$0.110	\$0.110
Home Connection	\$0.025	\$0.149	\$0.060	\$0.060	\$0.060
Home Connection Plus	\$0.025	\$0.149	Unlimited	\$0.099	\$0.099
Home Essentials	\$0.025	\$0.149	Unlimited	\$0.060	\$0.060
PSP (Payphone)	\$0.025	\$0.149	Unlimited	\$0.029	\$0.029
Out of Contract Business	\$0.025	\$0.149	\$0.075	\$0.075	\$0.075
Out of Contract Residential	\$0.025	\$0.149	\$0.075	\$0.075	\$0.075

Long Distance Rates apply to all domestic 1+ direct dialed minutes of use. While there are plans that offer free long distance, the customer may choose to use another carrier for their long distance purposes; however, declining the Lingo long distance will not reduce the package monthly rate.

Long distance is only applicable to standard outbound domestic long distance only, originating from Lingo customer to the 50 US States, and US territories (Puerto Rico, Guam, USVI, No. Marianas). All other types of calls, (Operator Assisted Long Distance calls, OS/DA, International, Toll Free, Calling Card, etc.), will be rated at standard rate according to the rate tables established for the calls.

(1) Some products may include free minutes of Long Distance. Please see Local Exchange Service Section 5 of this tariff for product details. If free minutes are included, LD rate represents overage rate.

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SECTION 8 - SPECIAL SERVICES AND PROGRAMS

8.1 Discounted Service For The Hearing Or Speech Impaired Customer

8.1.1 General

A handicapped person who has been certified to the Company as having a hearing or speech impairment which requires that he or she communicate over telephone facilities by means other than voice, and who either use non-voice equipment or make calls through an interpreter, will receive, upon application to the Company, a 50% discount on local message rate service.

8.1.2 Certification

Acceptable certifications are:

- A. Those made by a licensed physician, otolaryngologist, speech-language pathologist or audiologist or an authorized representative of a social agency that conducts programs for persons with hearing or speech impairment in cooperation with an official agency of the State of New York, or
- B. A pre-existing certification establishing the impairment of hearing or speech such as those which qualify the handicapped person for social security benefits on the basis of total hearing impairment or for the use of facilities of an agency for a person with hearing or speech impairment.

8.1.3 Qualification

A customer qualifying for the discount is one whose impairment is such that competent authority would certify him or her as being unable to use a telephone for voice communication.

8.1.4 Billing

The reduction in charges is applied only at one location, designated by the impaired person.

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SECTION 8 - SPECIAL SERVICES AND PROGRAMS (CONT'D.)

8.2 Universal Emergency Telephone Number Service

Universal Emergency Telephone Number Service (911 Service) is an arrangement of Company central office and trunking facilities whereby any telephone user who dials the number 911 will reach the emergency report center for the telephone from which the number is dialed or will be routed to an operator if all lines to an emergency report center are busy. If no emergency report center customer exists for a central office entity, a telephone user who dials the number 911 will be routed to an operator. The telephone user who dials the 911 number will not be charged for the call.

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SECTION 8 - SPECIAL SERVICES AND PROGRAMS (CONT'D.)

8.3 New York Relay Service

8.3.1 General

The Company will provide access to a telephone relay center for New York Relay Service. The service permits telephone communications between hearing and/or speech impaired individuals who must use a Telecommunications Device for the Deaf (TDD) or a Teletypewriter (TTY) and individuals with normal hearing and speech. The Relay Service can be reached by dialing an 800 number. Specific 800 numbers have been designated for both impaired and non-impaired customers to use.

8.3.2 Regulations

- A. Only intrastate calls can be completed using the New York Relay Service under the terms and conditions of this tariff.
- B. Charges for calls placed through the Relay Service will be billed as if direct distance dialed (DDD) from the point of origination to the point of termination. The actual routing of the call does not affect billing.
- C. Calls through the Relay Service may be billed to a third number only if that number is within New York State. Calls may also be billed to calling cards issued by the Company or other carriers who may choose to participate in this service.

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SECTION 8 - SPECIAL SERVICES AND PROGRAMS (CONT'D.)

8.3 New York Relay Service (CONT'D.)

8.3.2 Regulations (CONT'D.)

- D. The following calls may not be placed through the Relay Service:
1. calls to informational recordings and group bridging service;
 2. calls to time or weather recorded messages;
 3. station sent paid calls from coin telephones; and
 4. operator-handled conference service and other teleconference calls.

8.3.3 Liability

The Company contracts with an outside provider for the provision of this service. The outside provider has complete control over the provision of the service except for the facilities provided directly by the Company. In addition to other provisions of this Tariff dealing with liability, in the absence of gross negligence or willful misconduct on the part of the Company, the Company shall not be liable for and the customer, by using the service, agrees to release, defend and hold harmless for all damages, whether direct, incidental or consequential, whether suffered, made, instituted or asserted by the customer or by any other person, for any loss or destruction of any property, whatsoever whether covered by the customer or others, or for any personal injury to or death of, any person. Notwithstanding any provision to the contrary, in no event shall the Company be liable for any special, incidental, consequential, exemplary or punitive damages of any nature whatsoever.

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SECTION 9 - SPECIAL ARRANGEMENTS

9.1 Special Construction

9.1.1 Basis for Charges

Basis for Charges where the Company furnishes a facility or service for which a rate or charge is not specified in the Company's tariffs, charges will be based on the costs incurred by the Company (including return) and may include:

- a) nonrecurring charges;
- b) recurring charges;
- c) termination liabilities; or
- d) combinations of (a), (b), and (c).

9.1.2 Basis for Cost Computation

The costs referred to in 9.1.1 preceding may include one or more of the following items to the extent they are applicable:

- A. Costs to install the facilities to be provided including estimated costs for the rearrangements of existing facilities. These costs include:
 - 1. equipment and materials provided or used;
 - 2. engineering, labor, and supervision;
 - 3. transportation; and
 - 4. rights of way and/or any required easements.
- B. Cost of maintenance.
- C. Depreciation on the estimated cost installed of any facilities provided, based on the anticipated useful service life of the facilities with an appropriate allowance for the estimated net salvage.

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SECTION 9 - SPECIAL ARRANGEMENTS (CONT'D.)

9.1 Special Construction (Cont'd.)

9.1.2 Basis for Cost Computation (Cont'd.)

- D. Administration, taxes, and uncollectible revenue on the basis of reasonable average cost for these items.
- E. License preparation, processing, and related fees.
- F. Tariff preparation, processing and related fees.
- G. Any other identifiable costs related to the facilities provided; or
- H. An amount for return and contingencies.

9.1.3 Termination Liability

To the extent that there is no other requirement for use by the Company, a termination liability may apply for facilities specially constructed at the request of a customer.

- A. The period on which the termination liability is based is the estimated service life of the facilities provided.

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SECTION 9 - SPECIAL ARRANGEMENTS (CONT'D.)

9.1 Special Construction (Cont'd.)

9.1.3 Termination Liability (Cont'd.)

- B. The amount of the maximum termination liability is equal to the estimated amounts (including return) for:
1. Costs to install the facilities to be provided including estimated costs for the rearrangements of existing facilities. These costs include:
 - (a.) equipment and materials provided or used;
 - (b.) engineering, labor, and supervision;
 - (c.) transportation; and
 - (d.) rights of way and/or any required easements;
 2. license preparation, processing, and related fees;
 3. tariff preparation, processing and related fees;
 4. cost of removal and restoration, where appropriate; and
 5. any other identifiable costs related to the specially constructed or rearranged facilities.
- C. The termination liability method for calculating the unpaid balance of a term obligation is obtained by multiplying the sum of the amounts determined as set forth in Section 9.1.3.B preceding by a factor related to the unexpired period of liability and the discount rate for return and contingencies. The amount determined in Section 9.1.3.B preceding shall be adjusted to reflect the redetermined estimated net salvage, including any reuse of the facilities provided. This amount shall be adjusted to reflect applicable taxes.

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SECTION 9 - SPECIAL ARRANGEMENTS (CONT'D.)

9.2 Non-Routine Installation and/or Maintenance

At the customer's request, installation and/or maintenance may be performed outside the Company's regular business hours, or (in the Company's sole discretion and subject to any conditions it may impose) in hazardous locations. In such cases, charges based on the cost of labor, material, and other costs incurred by or charged to the Company will apply. If installation is started during regular business hours but, at the Customer's request, extends beyond regular business hours into time periods including, but not limited to, weekends, holidays, and/or night hours, additional charges may apply.

9.3 Individual Case Basis (ICB) Arrangements

Rates for ICB arrangements will be developed on a case-by-case basis in response to a bona fide request from a customer or prospective customer for service that varies from tariffed arrangements. Rates quoted in response to such requests may be different for tariffed service than those specified for such service in the Rate Attachment. ICB rates will be offered to customers in writing and will be made available to similarly situated customers. A summary of each ICB contract pricing arrangement offered pursuant to this paragraph will be filed as an addendum to this Tariff within 30 days after the contract is signed by both the Company and the customer. The following information will be included in the summary:

- a. LATA and type of switch
- b. The V&H distance from the central office to the customer's premises
- c. Service description
- d. Rates and charges
- e. Quantity of circuits
- f. Length of the agreement.

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SECTION 10 - PROMOTIONS

10.1 Service and Promotional Trials

10.1.1 General

The Company may establish temporary promotional programs wherein it may waive or reduce nonrecurring or recurring charges, to introduce a present or potential Customer to a service not previously subscribed to by the Customer.

10.1.2 Regulations

- A. Appropriate notification of the Trial will be made to all eligible Customers and to the Department. Appropriate notification may include direct mail, bill inserts, broadcast or print media, direct contact or other comparable means of notification.
- B. During a Service Trial, the service(s) is provided automatically to all eligible Customers, except those Customers who choose not to participate. Customers will be offered the opportunity to decline the trial service both in advance and during the trial. A Customer can request that the designated service be removed at any time during the trial and not be billed a recurring charge for the period that the feature was in place. At the end of the trial, Customers that do not contact the Company to indicate they wish to retain the service will be disconnected from the service at no charge.
- C. During a Promotional Trial, the service is provided to all eligible Customers who ask to participate. Customers will be notified in advance of the opportunity to receive the service in the trial for free. A Customer can request that the service be removed at any time during the trial and not be billed a recurring charge for the period that the service was in place. At the end of the trial, Customers that do not contact the Company will be disconnected from the service.
- D. Customers can subscribe to any service listed as part of a Promotional Trial and not be billed the normal Connection Charge. The offering of this trial period option is limited in that a service may be tried only once per Customer, per premises.
- E. The Company retains the right to limit the size and scope of a Promotional Trial.

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SECTION 11 – OBSOLETE SERVICES

11.1 Primus Telecommunications Services

Services contained in this section are grandfathered to existing Customers at their existing locations. If the Customer of record changes, or if the service is moved or disconnected, the Service is no longer considered grandfathered and the Customer must subscribe to an alternate service.

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SECTION 11 – OBSOLETE SERVICES (CONT'D.)

11.1 Primus Telecommunications Services (Cont'd.)

11.1.1 Local Exchange Services

A. Connection Charge

The Connection Charge is a nonrecurring charge which applies to the following: (a) the installation of a new service; (b) the transfer of an existing service to a different location; (c) a change from one class of service to another at the same or a different location; or (d) restoral of service after suspension or termination for nonpayment. Connection Charges are listed with each service to which they apply.

Exceptions to the Charge

No charge applies for a change to a service for which a lower monthly rate applies, made within 90 days after any general rate increase, if a lower grade of service is offered in the customer's exchange.

No charge applies for one change in the class of residence service, provided that the change is ordered within 90 days of the initial connection of the customer's exchange service.

The Company may from time to time waive or reduce the charge as part of a promotion.

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SECTION 11 – OBSOLETE SERVICES (CONT'D.)

11.1 Primus Telecommunications Services (Cont'd.)

11.1.1 Local Exchange Services (Cont'd.)

B. Restoral Charge

A restoral charge applies each time a service is reconnected after suspension or termination for nonpayment but before cancellation of the service, as deemed in this tariff.

	<u>Business</u>	<u>Residential</u>
Minimum:	\$5.00	\$5.00
Maximum:	\$40.00	\$40.00

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SECTION 11 – OBSOLETE SERVICES (CONT'D.)

11.1 Primus Telecommunications Services (Cont'd.)

11.1.1 Local Exchange Services (Cont'd.)

C. Moves, Adds and Changes

The Company alone may make changes in the location of its lines and equipment. When it is found that a move or change of such lines or equipment has been made by others, the Connection Charge for the underlying service will apply as if the work had been done by the Company. The customer will be assessed a charge for any move, add or change of a Company service. Move, Add and Change are defined as follows:

Move: The disconnection of existing equipment at one location and reconnection of the same equipment at a new location in the same building or in a different building on the same premises.

Add: The addition of a vertical service to existing equipment and/or service at one location.

Change: Including rearrangement or reclassification - of existing service at the same location.

Residence Charge per:

	Move	Add	Change
Minimum:	\$ 5.00	\$5.00	\$5.00
Maximum:	\$40.00	\$40.00	\$40.00

Business Charge per:

	Move	Add	Change
Minimum:	\$ 5.00	\$5.00	\$5.00
Maximum:	\$40.00	\$40.00	\$40.00

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SECTION 11 – OBSOLETE SERVICES (CONT'D.)

11.1 Primus Telecommunications Services (Cont'd.)

11.1.2 Charges Associated With Premises Visit

The customer may request an estimate or a firm bid before ordering wire installation work to be done. When an estimate is provided, the estimate is not binding on the Company and the charge to be billed will be based on the actual time and materials charges incurred. When a firm bid is provided at customer request, the charge to be billed is the amount quoted to the customer for the work requested.

Inside Wire charges apply per service call when billable premises work is performed on noncomplex premises wire and jacks. Residence and Business charges may differ. Such charges are due and payable when billed.

Noncomplex wire, jacks and materials include:

- 2 to 6 pair inside wire
- Faceplates
- RJ11 C, RJ14C, RJ11 W and RJ14W type station jacks
- Staples, screws, nail, tape, connectors, etc.

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SECTION 11 – OBSOLETE SERVICES (CONT'D.)

11.1 Primus Telecommunications Services (Cont'd.)

11.1.3 Trouble Isolation Charge

When a visit to the Customer's premises is necessary to isolate a problem reported to the Company but identified by the Company's technical as attributable to Customer-provided equipment or inside wire, a separate charge applies in addition to all other charges for the visit.

	<u>Minimum</u>	<u>Maximum</u>
Per Premises Visit, Residence:	\$10.00	\$50.00
Per Premises Visit, Business:	\$10.00	\$50.00

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SECTION 11 – OBSOLETE SERVICES (CONT'D.)

11.1 Primus Telecommunications Services (Cont'd.)

11.1.4 Inside Installation

The customer may provide inside wiring for single-line station equipment or may elect to have the Company's technicians install or maintain inside wire.

Inside Wire Installation Charge Flat Installation Charges apply when a customer requests new noncomplex wire and jack installation or requests existing noncomplex wire and jack moves, changes, removals, rearrangements, replacements or pre-wiring.

Material is included in each time increment charge.

	<u>Minimum</u>	<u>Maximum</u>
Flat Jack Installation Charge		
Per order, per premises- 1 st Jack	\$1.00	\$75.00
- Each Additional, Prewired	\$1.00	\$25.00
- Each Additional, Unwired	\$1.00	\$75.00

Flat Wire Installation Charge		
Per wall, per wire pull, Residence	\$10.00	\$75.00

Flat Wire Installation Charge		
Per wall, per wire pull, Business	\$10.00	\$75.00

Flat Inside Wire Maintenance Charge

The Flat Inside Wire Maintenance Charge applies when a customer requests noncomplex wire and jack maintenance and does not subscribe to the Inside Wire Maintenance Option. Material is included in the Flat Time and Materials Charge.

	<u>Minimum</u>	<u>Maximum</u>
Per Premises Visit, Residence	\$10.00	\$50.00
Per Premises Visit, Business	\$10.00	\$50.00

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SECTION 11 – OBSOLETE SERVICES (CONT'D.)

11.1 Primus Telecommunications Services (Cont'd.)

11.1.5 Inside Wire Maintenance

The Monthly Inside Wire Maintenance Option provides subscribers paying a monthly fee with ongoing maintenance of noncomplex wire and jack. Premises Visit Charges and Time and Material Charges are waived for maintenance work provided under the terms of the Monthly Inside Wire Maintenance Option.

	<u>Minimum</u>	<u>Maximum</u>
Inside Wire Monthly Maintenance Option (per residence account)	\$0.25	\$2.00

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SECTION 11 – OBSOLETE SERVICES (CONT'D.)

11.1 Primus Telecommunications Services (Cont'd.)

11.1.6 Primary Interexchange Carrier Change Charge

Customers may be presubscribed to the carrier of their choice for both interLATA and IntraLATA service. The customer will incur a charge each time there is a change in the long distance carrier associated with the Customer's IntraLATA or InterLATA service after the initial installation of service.

Minimum: \$0.00

Maximum: \$8.00

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SECTION 11 – OBSOLETE SERVICES (CONT'D.)

11.1 Primus Telecommunications Services (Cont'd.)

11.1.7 IntraLATA Toll Usage and Mileage Charges

- A. IntraLATA toll service is furnished for communication between telephones in different local calling areas within a particular LAT A in accordance with the regulations and schedules of charges specified in this tariff. The toll service charges specified in this section are in payment for all service furnished between the calling and called telephone, except as otherwise provided in this Tariff.

IntraLATA toll calling includes the following types of calls: direct dialed, calling card, collect, 3rd number billed, special toll billing, requests to notify of time and charges, person to person calling and other station to station calls.

B. Classes of Calls

Service is offered as two classes: station to station calling and person to person calling.

- Station to Station Service is that service where the person originating the call dials the telephone number desired or gives the Company operator the telephone number of the desired telephone station or system.
- Person to Person Service is that service where the person originating the call specifies to the Company operator a particular person to be reached, a particular mobile unit to be reached, or a particular station, department or office to be reached. The call remains a person to person call when, after the telephone, mobile telephone, or PBX system has been reached and while the connection remains established, the person originating the call requests or agrees to talk to any person other than the person specified, or to any other agreed upon alternate.

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SECTION 11 – OBSOLETE SERVICES (CONT'D.)

11.1 Primus Telecommunications Services (Cont'd.)

11.1.7 IntraLATA Toll Usage and Mileage Charges (Cont'd.)

B. Timing of Calls

Unless otherwise indicated, all calls are timed in one minute increments and all calls which are fractions of a minute are rounded up to the next whole minute.

For station to station calls, call timing begins when a connection is established between the calling telephone and the called telephone station.

For person to person calls, call timing begins when connection is established between the calling person and the particular person, station or mobile unit specified or an agreed alternate.

Call timing ends when the calling station "hangs up," thereby releasing the network connection. If the called station "hangs up" but the calling station does not, chargeable time ends when the network connection is released either by automatic timing equipment in the telephone network or by the Company operator.

Calls originating in one time period and terminating in another will be billed the rates in effect at the beginning of each minute.

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SECTION 11 – OBSOLETE SERVICES (CONT'D.)

11.1 Primus Telecommunications Services (Cont'd.)

11.1.7 IntraLATA Toll Usage and Mileage Charges (Cont'd.)

C. Time Periods Defined

Unless otherwise indicated in this Tariff, the following time periods apply.

Peak: 7:00 a.m. to, but not including, 7:00 p.m. - Monday through Friday

Off-Peak: 7:00 p.m. to, but not including, 7:00 a.m. - Sunday through Friday
All day Saturday and Sunday, All Holidays

Holidays include Christmas, New Year's Day, Thanksgiving, Independence Day,
and Labor Day.

All times refer to local time.

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11.1 Primus Telecommunications Services (Cont'd.)

11.1.7 IntraLATA Toll Usage and Mileage Charges (Cont'd.)

D. Regulations and Computation of Mileage

Calls for which rates are mileage sensitive are rated on the airline distance between the originating rate center and the terminating rate center

Originating Rate Center

A customer's primary local exchange number includes an NXX code that is associated with a specific rate center. The originating point of all calls charged to that customer's account shall be the location of the customer's rate center.

Terminating Rate Center

The terminating point for all calls shall be the location of the local rate center associated with the called number.

Calculation of Mileage

Usage charges for all mileage sensitive products are based on the airline distance between serving wire centers associated with the originating and terminating points of the call. The serving wire centers of a call are determined by the area codes and exchanges of the origination and destination points.

The distance between any two rate centers is determined as follows:

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SECTION 11 – OBSOLETE SERVICES (CONT'D.)

11.1 Primus Telecommunications Services (Cont'd.)

11.1.7 IntraLATA Toll Usage and Mileage Charges (Cont'd.)

D. Regulations and Computation of Mileage (Cont'd.)

Airline mileage, where mileage is the basis for rating calls, is obtained by using the "V" and "H" coordinates assigned to each rate center and contained in NECA FCC Tariff No. 4 or successor tariffs. To determine the airline distance between any two locations, proceed as follows:

- a. Obtain the "V" and "H" coordinates for each location. The "V" coordinate is the first four digits in the "VH" column. The "H" coordinate is the next four digits.
- b. Obtain the difference between the "V" coordinates of each of the locations. Obtain the difference between the "H" coordinates.
- c. Square each difference obtained in step b., above.
- d. Add the square of the "V" difference and the "H" difference obtained in step c., above.
- e. Divide the sum of the square by 10. Round to the next higher whole number if any fraction is obtained.
- f. Obtain the square root of the whole number result obtained above. Round to the next higher whole number if any fraction is obtained. This is the airline mileage.

Formula:

$$\sqrt{\frac{|V_1 - V_2|^2 + |H_1 - H_2|^2}{10}}$$

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11.1 Primus Telecommunications Services (Cont'd.)

11.1.7 IntraLATA Toll Usage and Mileage Charges (Cont'd.)

E. Call Charges

Rates are based on the duration of the call as measured above time of day rate period of the call as described and the airline mileage between points of the call. In addition, where live or automated operator assistance is required for call completion or billing, a per call service applies.

Charges for all classes of calls may be to the calling station, to the called station when the called party agrees to accept the charges, to an authorized telephone number which is not the called station or the calling station (3rd number billing), or to an authorized calling card.

Usage Charges

Minimum: Rates may be reduced selectively and in varying amounts, down to incremental cost, on one day's notice to customers and the Public Service Commission.

Maximum:

Mileage	Peak		Off-Peak	
	First Minute	Each Additional Minute	First Minute	Each Additional Minute
0-8	\$0.10	\$0.06	\$0.10	\$0.06
9 - 13	\$0.20	\$0.10	\$0.20	\$0.10
over 13	\$0.25	\$0.15	\$0.25	\$0.15

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11.1 Primus Telecommunications Services (Cont'd.)

11.1.7 IntraLATA Toll Usage and Mileage Charges (Cont'd.)

F. Per Call Service Charges

The following service charges apply to intraLATA toll calls for which live or automated operator assistance is provided for call completion and/or billing.

	Minimum	Maximum
Customer Dialed Calling Card	\$0.01	\$0.60
Person to Person	\$0.01	\$3.75
3rd Number Billed	\$0.01	\$1.60
All other Operator Assistance	\$0.01	\$1.25

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11.1 Primus Telecommunications Services (Cont'd.)

11.1.8 Custom Calling Service

The features in this section are made available on an individual basis or as part of multiple feature packages. All features are provided subject to availability; features may not be available with all classes of service. Transmission levels may not be sufficient in all cases.

A. Three Way Calling/Call Hold

The Three Way Calling feature allows a customer to add a third party to an existing two-way call and form a 3-way call. The call must have been originated from outside the station group and terminate to a station within the station group. The Call Hold feature allows a customer to put any in-progress call on hold by flashing the switchhook and dialing a code. This frees the line to allow the customer to make an outgoing call to another number. Only one call per line can be on hold at a time. The third party cannot be added to the original call.

B. Call Forwarding

Call Forwarding, when activated, redirects attempted terminating calls to another customer-specific line. The customer may have to activate and deactivate the forwarding function and specify the desired terminating telephone number during each activation procedure. Call originating ability is not affected by Call Forwarding.

The calling party is billed for the call to the called number. If the forwarded leg of the call is chargeable, the customer with the Call Forwarding is billed for the forwarded leg of the call.

Call Forwarding - Busy automatically reroutes an incoming call to a customer predesignated number when the called number is busy.

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11.1 Primus Telecommunications Services (Cont'd.)

11.1.8 Custom Calling Service (Cont'd.)

Call Forwarding (cont'd)

Call Forwarding - Don't Answer automatically reroutes an incoming call to a customer predesignated number when the called number does not answer within the number of rings programmed by the Company.

Call Forwarding - Variable allows the customer to choose to reroute incoming calls to another specified telephone number. The customer must activate and deactivate this feature.

Call Waiting/Cancel Call Waiting

Call Waiting provides a tone signal to indicate to a customer already engaged in a telephone call that a second caller is attempting to dial in. It will also permit the customer to place the first call on hold, answer the second call and then alternate between both callers. Cancel Call Waiting (CCW) allows a Call Waiting (CW) customer to disable CW for the duration of an outgoing telephone call. CCW is activated (i.e., CW is disabled) by dialing a special code prior to placing a call, and is automatically deactivated when the customer disconnects from the call.

Distinctive Ringing

This feature enables a user to determine the source of an incoming call from a distinctive ring. The user is provided with up to two additional telephone numbers.

Regular Multiline Hunting

This feature is a line hunting arrangement that provides sequential search of available numbers within a multiline group.

Speed Calling

This feature allows a user to dial selected numbers using one or two digits. Up to eight numbers (single digit, or thirty numbers with two digits) can be selected.

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11.1 Primus Telecommunications Services (Cont'd.)

11.1.8 Custom Calling Service (Cont'd.)

Rates and Charges

Monthly Rates

Maximum and minimum rates for this service are located in the Current Rates section of this tariff.

Connection Charges

Connection charges may apply when a customer requests connection to one or more custom calling features. Orders requested for the same customer account made at the same time for the same premises will be considered one request. These charges may not apply if the features are ordered at the same time as other work for the same customer account at the same premises.

Minimum:	\$0.00
Maximum:	\$20.00

Trial Period

The Company may elect to offer a free or reduced rate trial of any new custom calling feature(s) to prospective customers within 90 days of the establishment of the new feature.

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11.1 Primus Telecommunications Services (Cont'd.)

11.1.9 CLASSs Services

The features in this section are made available on an individual basis or as part of multiple feature packages. All features are provided subject to availability; features may not be available with all CLASS services. Transmission levels may not be sufficient in all cases.

Call ID

The Call ID feature allows a customer to see a caller's name and number previewed on a display screen before the call is answered allowing a customer to prioritize and or screen incoming calls. Call ID records the name, number, date and time of each incoming call - including calls that aren't answered by the customer. Call ID service requires the use of specialized CPE not provided by the company. It is the responsibility of the customer to provide the necessary CPE.

Automatic Redial

The Automatic Redial feature allows a customer to automatically redial the last number dialed. This is accomplished by the customer activating a code. The network periodically tests the busy/free status of the called line for up to 30 minutes until both lines are found free and then redials the call for the customer.

The Automatic Redial feature also allows customers, having reached a busy number, to dial a code before hanging up. Automatic Redial feature then continues to try the busy number for up to 30 minutes until it becomes free. Once the busy line is free the call is automatically redialed and the customer is notified of the connected call via a distinctive ring.

The following types of calls cannot be Automatically Redialed:

- Calls to 800 Service numbers
- Calls to 900, 976 Service numbers
- Calls preceded by an interexchange carrier access code
- International Direct Distance Dialed calls
- Calls to Directory Assistance
- Calls to 911

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11.1 Primus Telecommunications Services (Cont'd.)

11.1.9 CLASS Services

Automatic Recall

The Automatic Recall stores the number of the most recent incoming call (including unanswered incoming calls) to a customer's number. This allows a customer to dial back any missed or unanswered telephone calls.

Customer Originated Trace

Customer Originated Trace allows customers to key in a code that alerts the network to trace the last call received. The traced telephone number is automatically sent to the company for storage for a limited amount of time and is retrievable by legally constituted authorities upon proper request by them. By contacting the company the customer can use this application to combat nuisance calls.

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11.1 Primus Telecommunications Services (Cont'd.)

11.1.9 CLASS Services (Cont'd.)

Connection Charges

Connection charges may apply when a customer requests connection to one or more features. Orders requested for the same customer account made at the same time for the same premises will be considered one request. These charges may not apply if the features are ordered at the same time as other work for the same customer account at the same premises.

Minimum	\$0.00
Maximum	\$20.00

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11.1 Primus Telecommunications Services (Cont'd.)

11.1.10 Centrex Service Features

The features in this section are made available on an individual case basis as part of multiple feature packages. All features are provided subject to availability; features may not be available with all classes of service. Transmission levels may not be sufficient in all cases.

Camp On

This feature allows the switch to observe that a wanted line is busy, wait until it is free, then automatically and immediately connect the calling line that has been waiting.

Call Pickup

This feature allows a user to answer any call within an associated preset pickup group. If more than one line in the pickup group has an unanswered incoming call, the call to be answered is selected by the switching system. Call Pickup answers a call that has been directed to another station within the same preset Call Pickup group.

Call Transfer - All Calls

Call Transfer allows a station user to transfer an established call to another station. The station from which the call is transferred will be assessed any long distance charges incurred as a result of the transfer.

Directed Call Pickup with Barge-In

This feature answers calls directed to a specific line from any other telephone line in the user group.

Directed Call Pickup without Barge-in This feature is identical to the Directed Call Pickup with-Barge-In except, if the line being picked up has already been answered, the party dialing the pickup code is routed to reorder (i.e., fast busy) rather than permitted to barge in on the established connection and create a three-way call.

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11.1 Primus Telecommunications Services (Cont'd.)

11.1.10 Centrex Service Features (Cont'd.)

Circular Hunting

This feature (similar to regular hunting) is a line hunting arrangement that allows all lines in a multi-line hunt group (MLHG) to be tested for busy, regardless of the point of entry into the group. When a call is to a line in a MLHG, a regular hunt is performed starting at the station associated with the dialed number. It continues to the last station in the MLHG, then proceeds to the first station in the group and continues to hunt sequentially through the remaining lines in the group. Busy tone is returned if the original called station is reached without finding a station that is idle.

Series Completion

This feature is a form of hunting similar to the multi line hunt group hunting and the Call Forwarding Busy Line feature. It allows calls to be made to a busy directory number to be routed to another specified directory number. The series completion hunt begins with the originally dialed member of the series completion group, and searches for an idle directory number from the list of directory numbers.

Account Codes

This feature adds an account number (code) to an Automatic Message Accounting (AMA) and/or Message Detail Recording (MDR) record for assigning customer charges. The number of digits in a customer's account code group will be defined by the Company.

Terminal Group and Station Restriction

This feature defines a station's network access capability either individually within a Centrex group or for the group as a whole. It defines the Centrex group and what level of access a station will have; i.e., intragroup only, toll restriction, etc.

Uniform Call Distribution

This feature is a hunting arrangement that assigns incoming calls uniformly among the stations in the group.

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11.1 Primus Telecommunications Services (Cont'd.)

11.1.10 Centrex Service Features (Cont'd.)

Monthly Rates

Maximum and minimum rates for this service are located in Section 6, Residential Network Switched Service, and Section 7, Business Network Switched Service.

Connection Charges

Connection charges may apply when a customer requests connection to one or more features. Orders requested for the same customer account made at the same time for the same premises will be considered one request. These charges may not apply if the features are ordered at the same time as other work for the same customer account at the same premises.

Minimum: \$0.00
Maximum: \$20.00

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11.1 Primus Telecommunications Services (Cont'd.)

11.1.11 Busy Verification And Interrupt Service

Upon request of a calling party, the Company will verify a busy condition on a called line. An operator will determine if the line is clear or in use and report to the calling party. In addition, the operator will intercept an existing call on the called line if the calling party indicates an emergency and requests interruption.

A Verification Charge will apply when:

- The operator verifies that the line is busy with a call in progress, or
- The operator verifies that the line is available for incoming calls.

Both a Verification Charge and an Interrupt Charge will apply when the operator verifies that a called number is busy with a call in progress and the customer requests interruption. The operator will interrupt the call advising the called party of the name of the calling party and the called party will determine whether to accept the interrupt call. Charges will apply whether or not the called party accepts the interruption.

No charge will apply when the calling party advises that the call is from an official public emergency agency.

	Minimum	Maximum
Verification Charge, each request	\$0.01	\$5.00
Interrupt Charge, each request	\$0.01	\$5.00

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11.1 Primus Telecommunications Services (Cont'd.)

11.1.12 Trap Circuit Service

Trap Circuit Service is designed to allow the customer to control the release of an incoming call so that in situations involving emergency or nuisance calls, calls may be held and traced.

This service is provided when there is a continuing requirement for the identification of the calling party in cases involving nuisance calls or emergency situations or other situations involving law enforcement or public safety.

The customer shall be required to sign a written request for this service. By signing the request the customer shall release the Company from any liability, and the customer agrees to indemnify and hold the Company harmless from any liability it may incur in providing this service. The Company may require the recommendation of an appropriate law enforcement agency prior to providing this service. Any information obtained by the Company in the tracing of a call will be provided only to the law enforcement agency designated. The only exception to this will be emergency situations such as fire, serious illness or other similar situations, in which case the appropriate agency will be notified.

The equipment required to provide this service cannot be operated in all central offices. The service is restricted to locations where facilities permit.

The Company makes no guarantee concerning the tracing and identification of any call when the service is provided. The Company will furnish the service only on the express condition that no liability shall attach to it for any reason arising out of the provision of the service.

	Minimum	Maximum
Per Request	\$0.01	\$5.00

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11.1 Primus Telecommunications Services (Cont'd.)

11.1.13 Directory Assistance Service

A customer may obtain assistance, for a charge, in determining a telephone number by dialing Directory Assistance Service. A customer can also receive assistance by writing the Company with a list of names and addresses for which telephone numbers are desired.

A Directory Assistance Charge applies for each telephone number, area code, and/or general information requested from the Directory Assistance operator except as follows:

Calls from coin telephones, including COCOTS.

Requests for telephone numbers of non-published service.

Requests in which the Directory Assistance operator provides an incorrect number. The customer must inform the Company of the error in order to receive credit.

Requests from individuals with certified visual or physical handicaps in which the handicap prevents the use of a local directory. Individuals must be certified in accordance with the terms outlined under "Handicapped Person" in Section 10 of this Tariff, up to a maximum of 50 requests per month.

Unless one of the exceptions listed above applies, the charges as shown below apply for each request made to the Directory Assistance operator:

Minimum: \$0.01

Maximum: \$0.50

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11.1 Primus Telecommunications Services (Cont'd.)

11.1.14 Local Operator Service

Local calls may be completed or billed with the live or mechanical -assistance by the Company's operator center. Calls may be billed collect to the called party. To an authorized 3rd party number, to the originating line, or to a valid authorized calling card. Local calls may be placed on a station to station basis or to a specified party (see Person to Person), or designated alternate. Usage charges for local operator assisted calls are those usage charges that would normally apply to the calling party's service. Where no local charge applies (flat rate service), the usage charge is \$0.00. In addition to usage charges, an operator assistance charge applies to each call:

	<u>Minimum</u>	<u>Maximum</u>
Local Operator Assistance, per call:	\$0.00	\$0.75

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11.1 Primus Telecommunications Services (Cont'd.)

11.1.15 Stand Alone Voice Mail Service

Stand Alone Voice Mail Service is offered to a customer when a physical Service Line is not necessary. The customer must access Voice Mail through the use of other network access service provided by the Company or other telecommunications common carriers. Such access, including applicable local usage and toll charges, is the responsibility of the Voice Mail Service customer. Voice mail that is offered in conjunction with line-based service is offered pursuant to the terms specified in the applicable Section of this tariff pertaining to the associated line-based service.

In addition to the nonrecurring charges listed below, service order charges apply per main billing account as described in this tariff. Service is offered on a month to month basis or the customer may choose to commit to a minimum service term of twelve months. A twelve month service term is billed in advance. Service will automatically renew at the end of each twelve month term. Renewal charges will be billed in the eleventh month of the term. Twelve month service will be automatically converted to month to month service if the recurring charge is not paid by the end of the first full month of the new service term. Service may be canceled at any time prior to the first month of the new service term.

Per Individual Mail Address (up to 100 Mail Addresses):

	<u>Residence</u>		<u>Business</u>	
	<u>Minimum</u>	<u>Maximum</u>	<u>Minimum</u>	<u>Maximum</u>
Nonrecurring Charge	\$1.00	\$10.00	\$1.00	\$10.00
Recurring Charge				
- Month-to-Month	\$1.00	\$10.00	\$5.00	\$25.00
- Twelve Months	\$25.00	\$250.00	\$25.00	\$250.00

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11.1 Primus Telecommunications Services (Cont'd.)

11.1.16 Blocking Service

Blocking service is a feature that permits customers to restrict access from their telephone line to various discretionary services. The following blocking options are available to residential and business customers:

900, 700 Blocking - allows the subscriber to block all calls beginning with the 900 and 700 prefixes (i.e. 900-XXX-XXXX) from being placed.

976 Blocking- allows the subscriber to block all calls beginning with the 976 prefixes from being placed.

Third Number Billed and Collect Call Restriction - provides the subscriber with a method of denying all third number billed and collect calls to a specific telephone number provided the transmitting operator checks their validation data base.

Toll Restriction (1 + and O+ Blocking) - provides the subscriber with local dialing capabilities but blocks any customer-dialed call that has a long distance charge associated with it.

Toll Restriction will not block the following types of calls:

911 (Emergency), 1 + 800 (Toll Free), and operator assisted toll calls.

Toll Restriction Plus - provides subscribers with Toll Restriction, as described in this Section, and blocking of 411 calls.

Direct Inward Dialing Blocking (Third Party and Collect call provides business customers who subscribe to DID service to have Third Party and Collect Call Blocking on the number ranges provided by the Company.

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11.1 Primus Telecommunications Services (Cont'd.)

11.1.16 Blocking Service (Cont'd.)

The Company will not be liable for any charge incurred when any long distance carrier or alternative operator service provider accepts third number billed or collect calls.

Blocking Service is available where equipment and facilities permit.

The following rates and charges are in addition to all other applicable rates and charges for the facilities furnished.

Nonrecurring Charge	<u>Minimum</u>	<u>Maximum</u>
900 and 700 Blocking		
- Residential \$0.00	\$0.00	\$0.00
- Business (up to 200 lines) \$0.00	\$10.00	\$10.00
976 Blocking		
- Residential \$0.00	\$0.00	\$0.00
- Business (up to 200 lines) \$0.00	\$10.00	\$10.00

The nonrecurring charge for initial request of one and two-line business customers is waived for 90 days from the customer's service establishment date.

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11.1 Primus Telecommunications Services (Cont'd.)

11.1.16 Blocking Service (Cont'd.)

Recurring and Nonrecurring Charges (cont'd)

Monthly Charges

Third Number Billed and Collect Call Restriction	<u>Minimum</u>	<u>Maximum</u>
- Residential	\$0.00	\$5.00
- Business (up to 200 lines)	\$0.00	\$5.00
 Toll Restriction		
- Residential	\$0.01	\$5.00
- Business (up to 200 lines)	\$0.01	\$5.00
 Toll Restriction Plus		
- Residential	\$0.01	\$5.00
- Business (up to 200 lines)	\$0.01	\$5.00
 Direct Inward Dialing Blocking		
(Third Party and Collect		
- Initial Activation	\$0.01	\$50.00
- Subsequent Activation		
(per line)	\$0.01	\$10.00

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11.1 Primus Telecommunications Services (Cont'd.)

11.1.16 Blocking Service (Cont'd.)

Pricing for Blocking Service for a business customer with more than 200 lines will be based on the costs incurred by Company to provide the service.

Connection charges apply as specified in this tariff

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11.1 Primus Telecommunications Services (Cont'd.)

11.1.17 Customized Number Service

Customized Number Service allows a customer to order a specified telephone number rather than the next available number.

Customized Number Service is furnished subject to the availability of facilities and requested telephone numbers.

The Company will not be responsible for the manner in which Customized Numbers are used for marketing purposes by the customer.

When a new customer assumes an existing service which includes Customized Number Service, the new customer may keep the Customized Number, at the tariffed rate, with the written consent of the Company and the former customer.

The Company reserves and retains the right:

- To reject any request for specialized telephone numbers and to refuse requests for specialized telephone numbers;

- Of custody and administration of all telephone numbers, and to prohibit the assignment of the use of a telephone number by or from any customer to another, except as otherwise provided in this Tariff;

- To assign or withdraw and reassign telephone numbers in any exchange area as it deems necessary or appropriate in the conduct of its business.

- The limitation of liability provisions of this tariff are applicable to Customized Number Service.

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11.1 Primus Telecommunications Services (Cont'd.)

11.1.17 Customized Number Service (Cont'd.)

Charges for Customized Number Service apply when a Customer:

- Requests a telephone number other than the next available number from the assignment control list, and such requested number is placed into service within six months of the date of the request.
- Requests a number change from the customer's present number to a Customized Number.

The Company shall not be liable to any customer for direct, indirect or consequential damages caused by a failure of service, change of number, or assignment of a requested number to another customer whether prior to or after the establishment of service. In no case shall the Company be liable to any person, firm or corporation for an amount greater than such person, firm or corporation has actually paid to the Company for Customized Number Service.

Set-up Charges	Minimum	Maximum
Residential Customer	\$0.00	\$50.00
Business Customer	\$0.00	\$100.00

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11.1 Primus Telecommunications Services (Cont'd.)

11.1.18 Customer Requested Service Suspensions

At the request of the customer the Company will suspend incoming and outgoing service on the customer's access line for a period of time not to exceed one year. The equipment is left in place and directory listings are continued during suspension period without change. At the customer's request the Company will provide the customer with an intercept recording referring callers to another number.

The company will assess a lower monthly rate for Customer Requested Service Suspension as noted below. However, any mileage charges, monthly cable charges or monthly construction charges are still due, without reduction during the period of suspension.

Period of Suspension	Charge
- First Month or Partial Month	Regular Monthly Rate (no reduction)
- Each Additional Month (up to the one year limit)	1/2 Regular Monthly Rate

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SECTION 11 – OBSOLETE SERVICES (CONT'D.)

11.1 Primus Telecommunications Services (Cont'd.)

11.1.18 Residential Network Switched Services

Residential Network Switched Service provides a residential customer with a connection to the Company's switching network which enables the customer to:

- place and receive calls from other stations on the public switched telephone network;
- access the Company's local calling service;
- access the Company's operators and business office for service related assistance; access toll-free telecommunications services such as 800 NPA; and access 911 service for emergency calling; and
- access the service of providers of interexchange service. A customer may presubscribe to such provider's service to originate calls on a direct dialed basis or to receive 800 service from such provider, or may access a provider on an ad hoc basis by dialing the provider's Carrier Identification Code (10XXX).

The following Residential Network Switched Service Options are offered:

Residential Flat Rate Service
Residential Message Rate Service
Key Residential Line Service

All Residential Network Switched Service may be connected to customer-provided terminal equipment such as station sets or facsimile machines. Service may be arranged for two-way calling, inward calling only or outward calling only. Optional Voice Mail Service is available.

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11.1 Primus Telecommunications Services (Cont'd.)

11.1.18 Residential Network Switched Services (Cont'd.)

The following Custom Calling Service features are offered to Residential Network Switched Service Subscribers:

- Three Way Calling
- Call Forward Busy
- Call Forward Don't Answer
- Call Forward Variable
- Call Hold
- Call Waiting
- Cancel Call Waiting
- Distinctive Ringing
- Regular Multi line
- Hunting
- Speed Calling

The following CLASS features are offered to Residential Network Switched Service Subscribers:

- Call ID
- Automatic Redial Automatic Call Back Automatic Recall
- Customer Originated Trace

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SECTION 11 – OBSOLETE SERVICES (CONT'D.)

11.1 Primus Telecommunications Services (Cont'd.)

11.1.18 Residential Network Switched Services (Cont'd.)

Charges for Residential Network Switched Service include a nonrecurring service Connection charge and a monthly recurring charge for each line. Monthly recurring charges apply to optional voice mail and service features. Message charges apply to Message Rated Service, in addition to other rate elements described above.

A. Flat Rate Service

Flat Rate Service provides the customer with a single, analog, voice-grade telephonic communications channel that can be used to place or receive one call at a time. Service to points within the local calling area is included in the charge for Flat Rate Service.

Each Flat Rate Service line corresponds to a single, analog, voice-grade channel that can be used to place or receive one call at a time. Flat Rate Service lines are provided for connection to a single, customer-provided station set or facsimile machine.

Each Flat Rate Service Line has the following characteristics:

Terminal Interface:	2-wire
Signaling Type:	Loop Start
Pulse Type:	Dual Tone Multi-Frequency
(DTMF) Directionality:	Two-way, In-Only, or Out-Only, as specified by the customer.

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SECTION 11 – OBSOLETE SERVICES (CONT'D.)

11.1 Primus Telecommunications Services (Cont'd.)

11.1.18 Residential Network Switched Services (Cont'd.)

A. Flat Rate Service (cont'd)

Recurring and Nonrecurring Charges

In addition to the nonrecurring charges listed below, service order charges apply as described in this Section

	<u>Minimum</u>	<u>Maximum</u>
Nonrecurring Connection Charge:	\$1.00	\$50.00
Monthly Recurring Charges:		
- Each Service Line	\$1.00	\$25.00
- Voice Mail Option, per line	\$1.00	\$15.00
Custom Calling Features (per line, per month)	<u>Minimum</u>	<u>Maximum</u>
- Each feature	\$0.25	\$10.00
- Package of 3 features	\$0.50	\$15.00
- Package of 6 features	\$0.75	\$21.00
- Package of 9 features	\$1.00	\$24.00
CLASS Features (per line, per month)	<u>Minimum</u>	<u>Maximum</u>
- Each feature	\$1.00	\$10.00
- Package of 3 features	\$1.00	\$15.00
- Package of 6 features	\$1.00	\$21.00
- Package of 9 features	\$1.00	\$24.00

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11.1 Primus Telecommunications Services (Cont'd.)

11.1.18 Residential Network Switched Services (Cont'd.)

B. Message Rate Service

Message Rate Service provides the customer with a single, analog, voice-grade telephonic communications channel that can be used to place or receive one call at a time. Calls to points within the local exchange area are charged on the basis of the number of completed calls during the billing period.

Each Message Rate Service Line corresponds to a single, analog, voice-grade channel that can be used to place or receive one call at a time. Message Rate Service lines are provided for connection to a single, customer-provided station set or facsimile machine.

Each Measured Rate Port has the following characteristics:

Terminal Interface: 2-wire

Signaling Type: Loop Start

Pulse Type: Dual Tone Multi-Frequency (DTMF)

Directionality: Two-way, In-Only, or Out-Only, as specified by the customer.

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SECTION 11 – OBSOLETE SERVICES (CONT'D.)

11.1 Primus Telecommunications Services (Cont'd.)

11.1.18 Residential Network Switched Services (Cont'd.)

B. Message Rate Service

In addition to the nonrecurring charges listed below, service order charges apply as described in this tariff.

Charges for each Message Rate Service line include a monthly recurring Base Service Charge and usage charges for completed calls originated from the customer's line based on the total number of calls during the billing period.

	<u>Minimum</u>	<u>Maximum</u>
Nonrecurring Connection Charge:	\$1.00	\$50.00
Monthly Recurring Charges:		
- Each Base Service Line	\$1.00	\$25.00
- Voice Mail Option, per line	\$1.00	\$15.00
Custom Calling Features (per line, per month)		
- Each feature	\$0.25	\$15.00 (I)
- Package of 3 features	\$0.75	\$15.00
- Package of 6 features	\$0.75	\$21.00
- Package of 9 features	\$1.00	\$24.00
CLASS Features		
- Each feature	\$1.00	\$15.00 (I)
- Package of 3 features	\$1.00	\$15.00
- Package of 6 features	\$1.00	\$21.00
- Package of 9 features	\$1.00	\$24.00
Message Usage Charges		
	<u>Minimum</u>	<u>Maximum</u>
Per Message	\$0.01	\$0.15

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SECTION 11 – OBSOLETE SERVICES (CONT'D.)

11.1 Primus Telecommunications Services (Cont'd.)

11.1.19 Key Residential Line Service

Key Residential Line Service provides the customer with a single, analog, voice-grade telephonic communications channel which can be used to place or receive one call at a time. The Key Residential Line is available as a flat rate or message rated service. Key Residential Line Service is provided for connection of customer-provided key system terminal equipment. All key system lines will be equipped with touchtone and multi line hunt.

Each Key Residential Line has the following characteristics:

Terminal Interface:	2-wire
Signaling Type:	Loop start
Pulse Type:	Dual-tone multi frequency (DTMF)
	Directionality:
by the customer	Two-Way, In-Only or Out-Only, as specified

A. Flat Rate Key Residential Line Service

Service to points within the local calling area is included in the charge for Flat Rate Service. Local calling areas are as specified below.

In addition to the nonrecurring charges listed below, service order charges apply as described in this tariff.

	<u>Minimum</u>	<u>Maximum</u>
Nonrecurring Connection Charge:	\$1.00	\$50.00
Monthly Recurring Charges:		
- Each Service Line	\$1.00	\$25.00
- Voice Mail Option, per line	\$1.00	\$15.00
Custom Calling Features		
(per line, per month)		
- Each feature	\$0.25	\$15.00 (I)
- Package of 3 features	\$0.50	\$15.00
- Package of 6 features	\$0.75	\$21.00
- Package of 9 features	\$1.00	\$24.00

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11.1 Primus Telecommunications Services (Cont'd.)

11.1.19 Key Residential Line Service (Cont'd.)

A. Flat Rate Key Residential Line Service (cont'd)

CLASS

Features (per line, per month)	<u>Minimum</u>	<u>Maximum</u>
- Each feature	\$1.00	\$10.00
- Package of 3 features	\$1.00	\$15.00
- Package of 6 features	\$1.00	\$21.00
- Package of 9 features	\$1.00	\$24.00

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SECTION 11 – OBSOLETE SERVICES (CONT'D.)

11.1 Primus Telecommunications Services (Cont'd.)

11.1.19 Key Residential Line Service (Cont'd.)

B. Message Rate Key Residential Line Service

Calls to points within the local exchange area are charged on the basis of the number of completed calls originating from the customer's service in addition to a base monthly charge.

In addition to the nonrecurring charges listed below, service order charges apply as described in 3.0 of this tariff. Charges for each Message Rate Service line include a monthly recurring Base Service Charge and usage charges for completed calls originated from the customer's line based on the total number of calls during the billing period

	<u>Minimum</u>	<u>Maximum</u>
Nonrecurring Connection Charge:	\$1.00	\$50.00
Monthly Recurring Charges:		
- Each Base Service Line	\$1.00	\$25.00
- Voice Mail Option, per line	\$1.00	\$15.00
Custom Calling Features: (per line, per month)		
- Each feature		
	<u>Minimum</u>	<u>Maximum</u>
- Each feature	\$0.25	\$15.00 (I)
- Package of 3 features	\$0.50	\$15.00
- Package of 6 features	\$0.75	\$21.00
- Package of 9 features	\$1.00	\$24.00

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SECTION 11 – OBSOLETE SERVICES (CONT'D.)

11.1 Primus Telecommunications Services (Cont'd.)

11.1.19 Key Residential Line Service (Cont'd.)

B. Message Rate Key Residential Line Service (cont'd) 2)

CLASS Features (per line, per month)

	<u>Minimum</u>	<u>Maximum</u>
- Each feature	\$1.00	\$10.00
- Package of 3 features	\$1.00	\$15.00
- Package of 6 features	\$1.00	\$21.00
- Package of 9 features	\$1.00	\$24.00

Message Usage Charges

	<u>Minimum</u>	<u>Maximum</u>
Per Message	\$0.01	\$0.15

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SECTION 11 – OBSOLETE SERVICES (CONT'D.)

11.1 Primus Telecommunications Services (Cont'd.)

11.1.20 Business Network Switched Services

Business Network Switched Service provide a business customer with a connection to the Company's switching network which enables the customer to:

- receive calls from other stations on the public switched telephone network;
- access the Company's local calling service;
- access the Company's operators and business office for service related assistance; access toll-free telecommunications service such as 800 NP A; and access 911 service for emergency calling; and
- access the service of providers of interexchange service. A customer may presubscribe to such provider's service to originate calls on a direct dialed basis or to receive 800 service from such provider, or may access a provider on an ad hoc basis by dialing the provider's Carrier Identification Code (10XXX).

Business Network Switched Service is provided via one or more channels terminated at the customer's premises. Each Business Network Switched Service channel corresponds to one or more analog, voice-grade telephonic communications channels that can be used to place or receive one call at a time.

Connection charges apply to all service on a one-time basis unless waived pursuant to this Tariff.

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SECTION 11 – OBSOLETE SERVICES (CONT'D.)

11.1 Primus Telecommunications Services (Cont'd.)

11.1.20 Business Network Switched Services

The following Business Access Service Options are offered:

Basic Business Line Service Business Key System Line Service Shared Tenant Service
PBX Trunks
Centrex Service

Basic Business Line Service, Key System Line Service, Shared Tenant Service and Analog PBX trunks are offered with flat rate or message rate local service, at the option of the customer. Digital PBX Trunks are offered on a flat rate basis only.

All Business Network Switched Service may be connected to customer-provided terminal equipment such as station sets, key systems, PBX systems, or facsimile machines. Service may be arranged for two-way calling, inward calling only or outward calling only. Optional Voice Mail Service is available.

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SECTION 11 – OBSOLETE SERVICES (CONT'D.)

11.1 Primus Telecommunications Services (Cont'd.)

11.1.21 Basic Business Line Service

Basic Business Line Service provides a customer with a one or more analog, voice-grade telephonic communications channel that can be used to place or receive one call at a time. Local calling service is available at a flat rate included in the line price, or on a message usage basis. Basic Business Lines are provided for connection of customer-provided single-line terminal equipment such as station sets or facsimile machines.

Each Basic Business Line has the following characteristics:

Terminal Interface:	2-wire
Signaling Type:	Loop start
Pulse Types:	Dual Tone
Multifrequency (DTMF) Directionality:	Two-Way, In-Only, or Out-Only, at the option of the customer

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SECTION 11 – OBSOLETE SERVICES (CONT'D.)

11.1 Primus Telecommunications Services (Cont'd.)

11.1.22 Basic Business Line Service (cont'd)

A. Flat Rate Basic Business Line Service

Service to points within the local calling area is included in the charge for Flat Rate Service.

In addition to the nonrecurring charges listed below, service order charges apply.

	<u>Minimum</u>	<u>Maximum</u>
Nonrecurring Connection Charge:	\$1.00	\$50.00
Monthly Recurring Charges:		
- Each Service Line	\$1.00	\$50.00
- Voice Mail Option, per line	\$1.00	\$15.00
Custom Calling Features (per line,		
- Each feature	\$0.25	\$15.00 (I)
- Package of 3 features	\$0.50	\$15.00
- Package of 6 features	\$0.75	\$21.00
- Package of 9 features	\$1.00	\$24.00
CLASS Features	<u>Minimum</u>	<u>Maximum</u>
(per line, per month)		
- Each feature	\$1.00	\$15.00 (I)
- Package of 3 features	\$1.00	\$15.00
- Package of 6 features	\$1.00	\$21.00
- Package of 9 features	\$1.00	\$24.00

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11.1 Primus Telecommunications Services (Cont'd.)

11.1.22 Basic Business Line Service (cont'd)

B. Message Rate Basic Business Line Service

Calls to points within the local exchange area are charged on the basis of the number of completed calls originating from the customer's service in addition to a base monthly charge.

Charges for each Message Rate Service line include a monthly recurring Base Service Charge and usage charges for completed calls originated from the customer's line based on the total number of calls during the billing period. In addition to the nonrecurring charges listed below, service order charges apply as described in this tariff.

	<u>Minimum</u>	<u>Maximum</u>
Nonrecurring Connection Charge:	\$1.00	\$50.00
Monthly Recurring Charges:		
- Each Base Service Line	\$1.00	\$25.00
- Voice Mail Option, per line	\$1.00	\$15.00
Custom Calling Features: (per line, per month)		
- Each feature	\$0.25	\$15.00 (I)
- Package of 3 features	\$0.50	\$15.00
- Package of 6 features	\$0.75	\$21.00
- Package of 9 features	\$1.00	\$24.00

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11.1 Primus Telecommunications Services (Cont'd.)

11.1.23 Business Key System Line Service

Business Key System Line Service provides the customer with a single, analog, voice-grade telephonic communications channel which can be used to place or receive one call at a time. The Business Key System Line is available as a message rated service. Business Key System Line Service is provided for connection of customer-provided key system terminal equipment. All key system lines will be equipped with touchtone and multiline hunt.

Calls to points within the local exchange area are charged on the basis of the number of completed calls originating from the customer's service in addition to a base monthly charge. Local calling areas are as specified in Section 10.

Each Business Key System Line has the following characteristics:

Terminal Interface:	2-wire
Signaling Type:	Loop start
Pulse Types:	Dual Tone Multifrequency (DTMF)
Directionality:	Two-Way, In-Only, or Out-Only, at the option of the customer

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11.1 Primus Telecommunications Services (Cont'd.)

11.1.23 Business Key System Line Service (Cont'd.)

In addition to the nonrecurring charges listed below, service order charges apply as described in this tariff.

Charges for each Message Rate Service line include a monthly recurring Base Service Charge and usage charges for completed calls originated from the customer's line based on the total number of calls during the billing period.

	<u>Minimum</u>	<u>Maximum</u>
		\$10.00
Nonrecurring Connection Charge:	\$1.00	
Monthly Recurring Charges:		
- Flat Rate Business Key	\$1.00	\$50.00
- Message Rate Business Key	\$1.00	\$25.00
- Voice Mail Option, per line	\$1.00	\$15.00
Custom Calling Features (per line, per month)		
- Each feature	\$0.25	\$15.00 (I)
- Package of 3 features	\$0.50	\$15.00
- Package of 6 features	\$0.75	\$21.00
- Package of 9 features	\$1.00	\$24.00

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11.1 Primus Telecommunications Services (Cont'd.)

11.1.23 Business Key System Line Service (Cont'd.)

CLASS Features (per line, per month)	<u>Minimum</u>	<u>Maximum</u>
- Each feature	\$1.00	\$10.00
- Package of 3 features	\$1.00	\$15.00
- Package of 6 features	\$1.00	\$21.00
- Package of 9 features	\$1.00	\$24.00
Message Usage Charges		
	<u>Minimum</u>	<u>Maximum</u>
Per Message	\$0.01	\$0.15

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11.1 Primus Telecommunications Services (Cont'd.)

11.1.24 Shared Tenant Service

Shared Tenant Service is a multi-station system furnished in apartment and townhouse complexes for the use of the residents. The "customer" for shared tenant service is the owner of an apartment complex or reseller for shared tenant service. This service enables the customer or locations served by the customer to originate and receive calls within its system at no additional charge. The customer is responsible for payment of all charges, including local and toll charges and all nonrecurring monthly charges.

Each Shared Tenant Service Line has the following characteristics:

Terminal Interface:	2-wire
Signaling Type:	Loop start
Pulse Types:	Dual Tone Multifrequency (DTMF)
Directionality:	Two-Way, In-Only, or Out-Only, at the option of the customer

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11.1 Primus Telecommunications Services (Cont'd.)

11.1.24 Shared Tenant Service (cont'd)

A. Flat Rate Shared Tenant Service

Service to points within the local calling area is included in the charge for Flat Rate Shared Tenant Service.

In addition to the nonrecurring charges listed below, service order charges apply.

Per Service Line:	<u>Minimum</u>	<u>Maximum</u>
Nonrecurring Connection Charge:	\$1.00	\$25.00

Monthly Recurring Charges:		
- Each Service Line	\$1.00	\$25.00
- Voice Mail Option, per line	\$1.00	\$15.00

Custom Calling Features (per line, per month)

- Each feature	\$0.25	\$15.00 (I)
- Package of 3 features	\$0.50	\$15.00
- Package of 6 features	\$0.75	\$21.00

CLASS Features (per line, per month)

- Each feature	\$1.00	\$15.00 (I)
- Package of 3 features	\$1.00	\$15.00
- Package of 6 features	\$1.00	\$21.00
- Package of 9 features	\$1.00	\$24.00

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11.1 Primus Telecommunications Services (Cont'd.)

11.1.24 Shared Tenant Service (cont'd)

B. Message Rate Shared Tenant Service

Calls to points within the local exchange area are charged on the basis of the number of completed calls originating from the customer's service in addition to a base monthly charge and usage charges for completed calls originated from the customer's line based on the total number of calls during the billing period. Local calling areas are as specified in Section 10.

In addition to the nonrecurring charges listed below, service order charges apply as described in 3.0 of this tariff.

	<u>Minimum</u>	<u>Maximum</u>
Nonrecurring Connection Charge:	\$1.00	\$10.00
Monthly Recurring Charges:		
- Each Base Service Line	\$1.00	\$25.00
- Voice Mail Option, per line	\$1.00	\$15.00

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SECTION 11 – OBSOLETE SERVICES (CONT'D.)

11.1 Primus Telecommunications Services (Cont'd.)

11.1.24 Shared Tenant Service (cont'd)

B. Message Rate Shared Tenant Service

	<u>Minimum</u>	<u>Maximum</u>
Custom Calling Features:		
(per line, per month)		
- Each feature	\$0.25	\$15.00 (I)
- Package of 3 features	\$0.50	\$15.00
- Package of 6 features	\$0.75	\$21.00
- Package of 9 features	\$1.00	\$24.00
CLASS Features		
(per line, per month)		
- Each feature	\$1.00	\$15.00 (I)
- Package of 3 features	\$1.00	\$15.00
- Package of 6 features	\$1.00	\$21.00
- Package of 9 features	\$1.00	\$24.00
Message Usage Charges		
	<u>Minimum</u>	<u>Maximum</u>
Per Message	\$0.01	\$0.15

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SECTION 11 – OBSOLETE SERVICES (CONT'D.)

11.1 Primus Telecommunications Services (Cont'd.)

11.1.25 PBX Trunk Service

General Analog and/or digital PBX trunks are provided for connection of customer provided PBX terminal equipment. Analog trunks are delivered on a DSO level and digital trunks are delivered at the DS 1 level. All trunks are equipped with multiline hunting.

DID service allows callers to reach the called party without going through a PBX attendant. DOD service allows end users to dial outside of a PBX system without going through the PBX attendant to get access to an outside line. Digital trunks cannot be two-way trunks, but must be ordered as with either Direct Inward Dialing (DID) or Direct Outward Dialing (DOD).

For DID configured PBX trunks additional charges apply for Direct Inward Dial Station numbers.

Each Analog Trunk has the following characteristics:

Terminal Interface:	2-wire or 4-wire, as required for the provision of service
Signaling Type:	Loop, Ground, E&M I, II, III
Pulse Type:	Dual Tone Multi-Frequency (DTMF)
Directionality:	In-Coming Only (DID), Out-Going Only (DOD), or Two-Way

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11.1 Primus Telecommunications Services (Cont'd.)

11.1.25 PBX Trunk Service

A. Flat Rate Analog PBX Trunks

Service to points within the local calling area is included in the charge for Flat Rate Analog PBX Trunk Service.

In addition to the nonrecurring charges listed below, service order charges apply as described in this tariff.

	<u>Minimum</u>	<u>Maximum</u>
Monthly Recurring Charges:	\$10.00	\$75.00
Terminal Numbers:		
1-10 lines in terminal group	\$5.00	\$15.00
11-20 lines in terminal group	\$10.00	\$25.00
21 + lines in terminal group	\$15.00	\$30.00

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11.1 Primus Telecommunications Services (Cont'd.)

11.1.25 PBX Trunk Service

B. Message Rate Analog PBX Trunks

Message Rate Analog PBX Trunks provide the customer with a single, analog, voice grade telephonic communications channel which can be used to place or receive one call at a time. Local calls on two-way trunks and DOD trunks are billed on a message rate basis. DID trunks are arranged for one-way inward calling only.

In addition to the nonrecurring charges listed below, service order charges apply as described in 3.0 of this tariff. Charges for each Message Rate PBX Trunk include a monthly recurring Base Service Charge and usage charges for completed calls originated from the customer's lines based on the total number of calls during the billing period. Local calling areas are as specified in Section 10.

	<u>Minimum</u>	<u>Maximum</u>
Nonrecurring Connection Charge:	\$1.00	\$50.00
Monthly Recurring Charges:		
- Each Trunk	\$5.00	\$25.00
Terminal Numbers:		
1 - 10 lines in terminal group	\$5.00	\$15.00
11 - 20 lines in terminal group	\$10.00	\$25.00
21 + lines in terminal group	\$15.00	\$30.00

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11.1 Primus Telecommunications Services (Cont'd.)

11.1.25 PBX Trunk Service

B. Message Rate Analog PBX Trunks (cont'd)

Message Usage Charges

	<u>Minimum</u>	<u>Maximum</u>
Per Message Charge	\$0.01	\$0.15

Analog DID Trunks

Nonrecurring Connection Charge	\$10.00	\$60.00
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Monthly Recurring Charges (per trunk)	\$5.00	\$35.00
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DID Station Numbers

- Each Group of 20	\$1.00	\$6.00
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- Each Group of 100	\$12.00	\$26.00
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11.1 Primus Telecommunications Services (Cont'd.)

11.1.25 PBX Trunk Service

C. Digital PBX Trunk Service

Digital PBX Trunk Service provide a customer with connection to the Company switch via a DS 1 digital fiber optic transmission facility operating at 1.544 Mbps and time division multiplexed into 24 analog voice grade telephonic communications channels. Digital PBX Trunks are provided for connection of customer-provided PBX equipment or trunk capable key systems to the Company switch. Each Digital PBX Trunk has the following characteristics:

Terminal Interface: Channel Bank or DSX-1 panel

Signaling Type: Loop, Ground, E&M I, II, III

Start Dial Indicator: Immediate Wink, Delay Dial, Dial Tone

Pulse Type: Dual Tone Multi-Frequency (DTMF) Directionality: In-Coming or Out-Going Only, as specified by the customer

Service to points within the local calling area is included in the charge for Digital PBX Trunk Service.

In addition to the nonrecurring charges listed below, service order charges apply as described in this tariff. Charges for each Message Rate Digital PBX Trunk include a monthly recurring Base Service Charge and usage charges for completed calls originated from the customer's lines based on the total number of calls during the billing period.

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11.1 Primus Telecommunications Services (Cont'd.)

11.1.25 PBX Trunk Service

C. Digital PBX Trunk Service

Where appropriate facilities do not exist, Special Construction charges will also apply.

	<u>Minimum</u>	<u>Maximum</u>
Nonrecurring Charge	\$250.00	\$1,000.00
Monthly Recurring Charges		
Flat Rate		
Facility	\$100.00	\$500.00
- Per Active Channel (DID)	\$10.00	\$25.00
- Per Active Channel (DOD)	\$10.00	\$75.00
Message Rate		
Facility	\$100.00	\$500.00
- Per Active Channel (DID)	\$10.00	\$25.00
- Per Active Channel (DOD)	\$10.00	\$75.00
Message Use Charges		
Per Message	\$0.01	\$0.15

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11.1 Primus Telecommunications Services (Cont'd.)

11.1.26 Centrex Service

Centrex Service is a multi-station system offered to the business customer with 2 or more lines or trunks. It consists of digital switching equipment in the Company's switches connected to station lines on the customer's premises. Centrex Service enables the customer to originate and receive local calls within its system at no additional charge. Service to points within the local calling area is included in the charge for Centrex Service. Local calling areas are as specified in Section I 0.

Centrex Service is offered on a contracted basis with four terms: 24, 36, 60 and 84 months. Thirty days prior to the expiration of the contract term, the subscriber may cancel service or renew for a new term commitment. If the subscriber does not cancel or renew the service, service will continue on a month to month basis at the monthly rate associated with the twenty-four month term plan.

Each Centrex Station Line has the following characteristics:

Terminal Interface:	2-Wire or 4-Wire as required for the provision of service
Signaling Type:	Loop Start
Pulse Type:	Dual Tone Multi-Frequency (DTMF)
Directionality:	Two-Way, In-Only or Out-Only

The Centrex customer choose one of three feature packages: Basic, Enhanced and Premium. Basic Centrex includes all Centrex features except attendant features and Customer Management System. Enhanced Centrex includes attendant features. Premium Centrex offers all features, attendant features and Customer Management system.

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SECTION 11 – OBSOLETE SERVICES (CONT'D.)

11.1 Primus Telecommunications Services (Cont'd.)

11.1.26 Centrex Service

The following Centrex features are available to the customer of Centrex Service at no additional charge:

	Basic	Enhanced	Premium
Add-On Hold	x	x	x
Attendant Camp On		x	x
Attendant Conference		x	x
Attendant Direct Station Selection		x	x
Automatic Call Distribution			x
Automatic Route Selection (ARS)	x	x	x
Call Forward - Busy	x	x	x
Call Forward - No Answer	x	x	x
Call Pickup	x	x	x
Call Transfer Internal	x	x	x
Call Transfer Outside	x	x	x
Call Waiting	x	x	x
Call Waiting - Attendant Lamp		x	x
Code Calling	x	x	x
6- Way Conference			x
Directed Call Pickup	x	x	x
Group Numbering	x	x	x

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11.1 Primus Telecommunications Services (Cont'd.)

11.1.26 Centrex Service

	Basic	Enhanced	Premium
Intercom Dialing	X	X	X
Loudspeaker Paging	X	X	X
Manual Control of ARS		X	X
Make Busy	X	X	X
Multiline Hunt	X	X	X
Night Service	X	X	X
Outward Call for PBX	X	X	X
Power Fail Transfer	X	X	X
Queuing	X	X	X
Single Digit Dialing	X	X	X
Tandem Dialing	X	X	X
Toll Diversion - Attendant		X	X
Uniform Call Distribution	X	X	X
Customer Management System			X
Speed Calling	X		X
Three Way Calling	X	X	X

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11.1 Primus Telecommunications Services (Cont'd.)

11.1.26 Centrex Service

In addition to the nonrecurring charges listed below, service order charges apply as described in this tariff.

A. Basic Centrex (Flat Rated)

Recurring and Nonrecurring Charges

Per Station Line:	<u>Minimum</u>	<u>Maximum</u>
Nonrecurring Connection Charge:	\$10.00	\$200.00

Monthly Recurring Charges: Term

24 months	\$10.00	\$100.00
36 months	\$10.00	\$100.00
60 months	\$10.00	\$100.00
84 months	\$10.00	\$100.00

DS I Port Charges

for DS 1 Interconnection (per 24 Centrex Changes):	\$75.00	\$500.00
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Voice Mail, per line per month: Over 200 lines	\$1.00	\$20.00
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11.1 Primus Telecommunications Services (Cont'd.)

11.1.26 Centrex Service

B. Enhanced Centrex (Flat Rate)

Per Station Line:

	<u>Minimum</u>	<u>Maximum</u>
Nonrecurring Connection Charge:	\$10.00	\$200.00

Monthly Recurring Charges

Term

24 months	\$10.00	\$100.00
36 months	\$10.00	\$100.00
60 months	\$10.00	\$100.00
84 months	\$10.00	\$100.00

DS 1 Port Charges

for DS 1 Interconnection
(per 24 Centrex Channels):

\$75.00 \$500.00

Voice Mail, per line per month:

\$1.00 \$20.00

Over 200 lines

Individual Case Basis

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11.1 Primus Telecommunications Services (Cont'd.)

11.1.26 Centrex Service

C. Premium Centrex (Flat Rate) Per Station Line:

	<u>Minimum</u>	<u>Maximum</u>
Nonrecurring		
Monthly Recurring Charges		
Term		
24 Months	\$10.00	\$100.00
36 Months	\$10.00	\$100.00
60 Months	\$10.00	\$100.00
84 Months	\$10.00	\$100.00
DS 1 Port Charges		
for DS 1 Interconnection		
(per 24 Centrex Channels):	\$75.00	\$500.00
Voice Mail, per line per month:	\$1.00	\$20.00
Over 200 lines	Individual	Case Basis
Direct Inward Dialing		
Each Group of 20 Numbers	\$1.00	\$10.00
Each Group of 100 Numbers	\$10.00	\$30.00

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11.1 Primus Telecommunications Services (Cont'd.)

11.1.26 Centrex Service

	<u>Minimum</u>	<u>Maximum</u>
Terminal Numbers:		
1-10 lines in terminal group	\$5.00	\$15.00
11-20 lines in terminal group	\$10.00	\$25.00
21 + lines in terminal group	\$15.00	\$40.00

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11.1 Primus Telecommunications Services (Cont'd.)

11.1.27 xDSL Connection Charge

Per Access line or Data Connection - Residence

	<u>Minimum</u>	<u>Maximum</u>
Central Office Work Charge	\$350.00	\$450.00
New Line Connection Charge	\$350.00	\$1,500.00

Per Access Line or Trunk - Business

Central Office Work	\$0.00	\$450.00
New Line Connection Charge	\$0.00	\$1,500.00

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11.1 Primus Telecommunications Services (Cont'd.)

11.1.28 Restoration Charge

Nonrecurring Charge Per xDSL Line

	<u>Minimum</u>	<u>Maximum</u>
Restored Minimum	\$350.00	\$950.00

Nonpayment

In the event Service is temporarily interrupted for nonpayment, such Service will be restored upon payment of charges due or, at the discretion of the Company, a substantial portion thereof, and in addition, charges as specified following will be applicable to restore such Services.

	<u>Minimum</u>	<u>Maximum</u>
Charge per xDSL Line		
Restored Minimum	\$350.00	\$950.00

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11.1 Primus Telecommunications Services (Cont'd.)

11.1.29 xDSL Trunk Service

xDSL Trunk Service provides a Customer with a digital connection operating at varying data rates and effective distance. Each line connection provides 1.5 Mbps downstream and 16 Kbps upstream at 18,000 feet. High Data Rate Digital Subscriber Line (HDSL) uses two (2) pair lines and achieves rates of 1.544 Mbps, equivalent to a T-1 Trunk. Single Line DSL (SDSL) is similar to HDSL, but uses only one (1) pair line. SDSL can achieve the same throughput as HDSL with half the lines, but at shorter distances - 10,000 feet compared to 12,000 feet for HDSL. Very High Data Rate Digital Subscriber Line (VDSL) is used for the very shortest distances and can achieve speeds of 13 Mbps under 4,000 feet and up to 52 Mbps at 1,000 feet. Each line connection provides access to wide area network or Internet connection over a high speed unbundled pair of copper lines.

Non-Recurring and Monthly Recurring Rates per xDSL Trunk per Point. Apply as follows:

Per Trunk	Non-Recurring		Monthly Recurring	
	<u>Minimum</u>	<u>Maximum</u>	<u>Minimum</u>	<u>Maximum</u>
SDSL - 3 84 kbps	\$500	- \$1,850	\$ 89 - \$299	
SDSL - 768 kbps	\$500	- \$1,850	\$109-\$450	
ADSL - 1.6 mbps	\$500	- \$2,850	\$109-\$589	
DSL - 2.5 mbps	\$500	- \$2,850	\$109 - \$1,350	
ADSL-4 mbps	\$500	- \$2,850	\$300 - \$1,600	
ADSL- 5 mbps	\$500	- \$2,850	\$300 - \$1,800	
ADSL - 7 mbps	\$500	- \$2,850	\$450 - \$2,300	
HDSL - 1.5 mbps	\$2,450	-\$4,000	\$549 - \$2,000	

*VDSL is not available at this time. Pricing is estimated for future availability.

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11.1 Primus Telecommunications Services (Cont'd.)

11.1.30 IntraLATA Toll Telecommunications Services

Carrier provides interexchange and where allowed, intraLATA toll telecommunications services, including switched and dedicated access long distance communications service, based on the duration of the call.

Switched network services are designed for business and residential use. Unless otherwise identified in the service description, calls are billed in six (6) second increments and minimum call duration for billing purposes is thirty (30) seconds. No minimum commitment is required. Calls originate from Customer-provided standard business or residential switched access lines. Presubscribed service is available from equal access originating end offices only. Travel service calls may be made from any area in the state.

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11.1 Primus Telecommunications Services (Cont'd.)

11.1.30 IntraLATA Toll Telecommunications Services

A. Global Passport Card

Global Passport Card service is available to business Customers of Carrier's long distance services. Customers will reach Carrier's network via a toll free number. A Customer who elects to use this service will pay the tariffed rates for calls charged to the card. Charges for such calls appear on the Customer's monthly regular bill.

B. Primus Pre-Paid Calling Card

Primus Pre-Paid Calling Card (or debit card) allows Customers to pay a fixed dollar amount in advance for long distance calling. Customers must dial an access code from a touch tone phone to use the service. Card accounts are decremented for each minute of use; fractional call minutes are rounded up to the nearest full minute. As calls are placed, charges for the call are deducted on a real-time basis until the full amount of the card is exhausted. Customers will be notified in advance of the exhaustion of the card. An expiration date, if applicable, is printed on the card. Calls are limited to direct dial calls. Calls to 700, 976 or 900 numbers are blocked.

The Primus Pre-Paid Calling Card is available for use twenty-four hours a day, seven days a week. Taxes are included in the purchase price of the card.

A Pre-Paid Calling Card account is established upon receipt of payment by the Company. The Company reserves the right to determine acceptable types of payment.

C. Primus Advantage Service*

Primus Advantage Service is an outbound only I+ and calling card offering to residential Customers. Billing is initial thirty (30) second and additional six (6) second increments with a minimum call duration of thirty (30) seconds. A monthly recurring product fee is charged for this product.

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11.1 Primus Telecommunications Services (Cont'd.)

11.1.30 IntraLATA Toll Telecommunications Services (Cont'd.)

D. Spectra Basic Service

Spectra Basic Service consists of switched outbound calling plans targeting business Customers with an estimated minimum monthly usage of at least \$50.00. Calls are billed in six (6) second Increments following a minimum billing period of six (6) seconds. There are no minimum monthly usage requirements; however, Customers spending less than \$50.00 will be billed a monthly charge of \$5.00. Intrastate service is offered in conjunction with Interstate service.

E. Spectra Dedicated Service

Spectra Dedicated Service is a combined dedicated TI access outbound and inbound calling plan targeting business Customers with an estimated minimum monthly usage of at least \$2,500.00. Calls are billed in six (6) second increments following a minimum billing period of six (6) seconds. Intrastate service is offered in conjunction with Interstate service.

* Primus Advantage Service has been grandfathered and is no longer available to new Subscribers.

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11.1 Primus Telecommunications Services (Cont'd.)

11.1.30 IntraLATA Toll Telecommunications Services (Cont'd.)

F. Global Access Direct Service

Global Access Direct Service is an outbound calling plan that is accessed via a company designated toll-free access number. Calls are billed in six (6) second increments following a minimum billing period of thirty (30) seconds. There are no minimum monthly usage requirements, however, Customers spending less than \$50.00 will be billed a monthly charge of \$5.00. The plan does not require that the Customer be presubscribed to Primus, nor does it require an authorization code. The plan only requires that the calling number be recognized as belonging to Global Access Direct Subscriber. Calls from non-equal access areas, cellular phones, or any other form of call origination that fails to deliver automatic number identification (ANI) to Primus, will be blocked. Intrastate service is offered in conjunction with Interstate service. The company reserves the right to periodically review its usage records to ensure that Customers are subscribed to the plans that best align with their demonstrated volumes.

G. Primus Passport Postpaid Service

Primus Passport Postpaid Service is available in conjunction with other Primus services, or as a stand-alone offering. The service is typically used for originating telephone calls while away from home or office. Service is accessed by dialing the Company-designated toll-free access number, a valid authorization code, and the destination number. Depending on the rate plan, calls are either billed in (a) six (6) second increments following a minimum billing period of thirty (30) seconds, or (b) sixty (60) second increments following a minimum billing period of sixty (60) seconds. Intrastate service is offered in conjunction with Interstate service.

Enhanced calling features are available with Primus Passport & Postpaid Service. These services may involve additional charges.

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11.1 Primus Telecommunications Services (Cont'd.)

11.1.30 IntraLATA Toll Telecommunications Services (Cont'd.)

H. Spectra Toll-Free Service

Spectra Toll-Free Service is a switched inbound calling plan targeted to Customers with an estimated minimum monthly usage of at least \$50.00. Calls are billed six (6) second increments following a minimum billing period of six (6) seconds. There are no minimum monthly usage requirements. Intrastate service is offered in conjunction with Interstate service.

I. Spectra Dedicated Toll-Free Service

Spectra Dedicated Toll-Free Service is a combined dedicated T-1 inbound calling plan targeting business Customers with an estimated minimum monthly usage of at least \$2,500.00. Calls are billed in six (6) second increments following a minimum billing period of six (6) seconds. Interstate service is offered in conjunction with interstate service.

J. LCR Best Business Service

LCR Best Business Service is a switched service designed for former business Subscribers of Primus' affiliate, Least Cost Routing, Inc. Calls are billed in sixty (60) second increments. No monthly minimum required.

K. SME 2000 Service

SME 2000 Service is a switched service designed for residential Subscribers only, with active international calling. Calls are billed in six (6) second increments. No monthly minimum required.

L. DVD 2000 Service

DVD 2000 Service is a switched service designed for both business and residential Subscribers with limited international calling. Calls are billed in six (6) second increments. No monthly minimum required

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11.1 Primus Telecommunications Services (Cont'd.)

11.1.30 IntraLATA Toll Telecommunications Services (Cont'd.)

M. SME Casual Caller Service

SME Casual Caller Service is a switched service designed for both business and residential users who are not Piced to Primus using dial around services or have not established an account directly with Primus receive the rates associated with this Service. Calls are billed in sixty (6) second increments

N. Business VoiceLink Service*

Business VoiceLink Service is a switched service designed for both business and residential Subscribers in which intrastate calls comprise the minority of all calls. Calls are billed in six (6) second increments. No monthly minimum required.

* Business VoiceLink Service has been grandfathered and is no longer available to new Subscribers.

O. Voice Solutions 1 Service

Voice Solutions I Service is a switched service designed for both business and residential Subscribers. On average, the majority of these Subscribers' calls are intrastate toll calls. Calls are billed in six (6) second increments. No monthly minimum required.

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11.1 Primus Telecommunications Services (Cont'd.)

11.1.30 IntraLATA Toll Telecommunications Services (Cont'd.)

P. TeraFon Service

TeraFon is a fully-integrated business service designed to meet the communication needs of businesses with outbound and/or inbound service requirements. TeraFon provides both switched and dedicated access capabilities. All services, switched and dedicated, inbound and outbound, are billed in six (6) second increments with a six (6) second minimum billing period.

TeraFon encompasses several pricing options with varying Minimum Monthly Revenue Commitments ("MMRC") that reflect common spending patterns of the business Customer. International, interstate, intrastate and calling card calls contribute to the calculation of gross monthly usage associated with the corresponding MMRC. Directory assistance and operator service charges do not apply to the calculation of gross monthly usage.

The MMRC is applied to a single access type (switched or dedicated). The MMRC may be applicable to a single service type (outbound, inbound or travel) or to a combination of the three service types (outbound, inbound and travel). An account with inbound, outbound and travel service, utilizing the same access type, will only have one MMRC.

Each TeraFon account will benefit from a 90-day ramp-up period in which to accrue sufficient usage to meet the corresponding MMRCs. Once the ramp-up period has expired, Customers billing less than the product MMRC will automatically be assessed a fee equivalent to the difference between actual gross usage and the pre-determined MMRC amount. Several TeraFon service options contain term plan agreements. Customers terminating service prior to the expiration date of their term plan agreement will be assessed the MMRC for the months remaining in the term plan agreement. The termination liability will be billed in one lump sum and payment is required within thirty (30) days of cancellation.

* Voice Solutions 1 Service has been grandfathered and is no longer available to new Subscribers.

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11.1 Primus Telecommunications Services (Cont'd.)

11.1.30 IntraLATA Toll Telecommunications Services (Cont'd.)

Q. TeraFon Service (Cont'd)

Terafon Basic Switched Service*

TeraFon Basic Switched Service affords both outbound capabilities over switched access lines. Inbound calling capabilities terminate to Customer-provided business switched access lines. All direct dial calls are billed in six (6) second increments and TeraFon Basic calling card calls are billed in thirty (30) second increments.

Terafon 1000 Switched Service

This service is available to Customers who commit to an MMRC of \$1,000.00 per month and twelve (12) month term plan. Terafon 1000 service affords both outbound and inbound calling capabilities over switched facilities. Terafon 1000 inbound calls terminate over Customer• provided business switched access lines. All calls are billed in sixty (60) second increments.

TeraFon 5000 Switched Service

This service is available to Customers who commit to an MMRC of \$5,000.00 per month and twelve (12) month term plan. All direct dial calls are billed in six (6) second increments and TeraFon 5000 calling card calls are billed in sixty (60) second increments.

TeraFon Basic Service for Home*

TeraFon Basic Service for Home is a direct dial service available to residential customers. All calls originate in one (I) minute increments with an initial call duration for billing purposes of one (I) minute.

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11.1 Primus Telecommunications Services (Cont'd.)

11.1.30 IntraLATA Toll Telecommunications Services (Cont'd.)

R. Global Choice On-Net Service*

Global Choice On-Net Service is a switched service designed for small business and residential Customers on the Primus network (as opposed to any resold service) with higher volumes of calling to Hong Kong, Japan, and Singapore and very limited calling to Mexico and South America. Intrastate service is offered in conjunction with interstate and international calling plans. No monthly minimum required. Calls are billed in six (6) second increments.

S. International Plus Service"

International Plus Switched Service is a switched service for business Customers with high international calling volumes. Intrastate service is offered in conjunction with an international calling plan. No monthly minimum is required. Calls are billed in six (6) second increments

* TeraFon Basic Switched Service, Terafon Basic Service for Home, Global Choice On-Net Service and International Plus Service have been grandfathered and are no longer available to new Subscribers.

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11.1 Primus Telecommunications Services (Cont'd.)

11.1.30 IntraLATA Toll Telecommunications Services (Cont'd.)

T. Primus Residential Switched Service*

Primus Residential Switch Service is a dial-I voice offering for residential Customers and is offered in conjunction with interstate calling plans. Minimum long distance increments are set forth in the applicable interstate calling plan. The billing increments for this product are sixty (60) seconds initial/minimum and sixty (60) second each additional increment.

U. Primus ICM Passport Card Service*

Primus ICM Passport Card Service is offered in conjunction with the Primus Residential Switch Service and accompanying interstate/international calling plans. Customers will reach Carrier's network via a toll free number. A Customer who elects to use this service will pay the tariffed rates for calls charged to the card. Charges for such calls appear on the Customer's regular monthly bill.

V. PRI Wireless Plan

PRI Wireless is a wireless, inbound only service. Calls are billed in sixty (60) second increments.

W. Primus Select Service*

Primus Select Service is a switched or dedicated service designed for businesses. This service is available to Customers that enroll in a one (1) term plan. Direct dial calls are billed in six (6) second increments and Primus Select calling cards are billed in sixty (60) second increments.

* Primus Residential Switched Service, Primus ICM Passport Card Service and Primus Select Service (dedicated only) have been grandfathered and are no longer available to new Subscribers.

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11.1 Primus Telecommunications Services (Cont'd.)

11.1.30 IntraLATA Toll Telecommunications Services (Cont'd.)

X. Hello Greece Service

Hello Greece Service is a switched service designed for Customers who make international calls to Greece. International and interstate services are offered in conjunction with intrastate service. Direct dial calls are billed in sixty (60) second increments and calls using the Hello Greece calling card are billed in thirty (30) second increments. No monthly minimum is required.

Global VoiceLink Service*

Global VoiceLink Service is a switched service designed for customers who make a large volume of calls to China, Hong Kong, Japan and/or Taiwan. International and interstate services are offered in conjunction with intrastate service. Calls are billed in six (6) second increments. No monthly minimum is required.

Y. Primus Business Service*

Primus Business Service is a switched, dial I and toll free 800 voice offering designed for business customers that generate a minimum amount of \$50.00 per month. This product includes a fixed minimum usage amount of \$50.00. Charges will be added to any usage shortfalls to satisfy this \$50.00 minimum usage amount. Calls are billed six (6) second increments following an initial minimum billing period of thirty (30) seconds.

Z. MHS Voice Service*

MHS Voice Service is a dedicated or switched voice service for business customers. Customers using the dedicated MHS Voice Service must agree to purchase a minimum of \$1,500.00 per month in voice services, and Customers using the switched MHS Voice Service must agree to purchase a minimum of \$200.00 per month in voice service. Charges will be added to any usage shortfalls to satisfy the minimum usage requirements. Calls are billed six (6) second increments following an initial minimum billing period of thirty (30) seconds.

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11.1 Primus Telecommunications Services (Cont'd.)

11.1.30 IntraLATA Toll Telecommunications Services (Cont'd.)

AA. Global 2001 Service*

Global 2001 Service is an outbound only switched voice service offered to global business customers. No monthly minimum is required. Calls are billed in six (6) second increments. This product does not have a calling card available for travel.

AB. Global 2000 Service"

Global 2000 Service is an inbound and outbound switched voice service offered to global business customers. No monthly minimum is required. Calls are billed in six (6) second increments. A calling card is available for travel.

* Hello Greece, Global VoiceLink, Primus Business, MHS Voice, Global 2001 and Global 2000 Services have been grandfathered and are no longer available to new Subscribers.

AC. Primus CP Service -Mid-West Mania!

Mid-West Mania! Service is available to subscribers who sign up for Primus service through one of Primus's approved channel partners, and is designed for customers who make a substantial number of intrastate calls in any of the following states in the mid-west: OH, IL, IN, and/or MI. International and interstate services are offered in conjunction with intrastate services. Minimum volume commitment of at least \$50.00 per month is required and one (1) year term commitments may be required for customers in OH, IL, IN and/or MI to receive the most aggressive per minute intrastate rates. If customer does not satisfy minimum volume commitment in any month, Primus will invoice the customer the difference between customer's actual usage charges and the minimum volume commitment. A per invoice, Paper Bill Fee will be charged. This fee will be waived for customers that sign up for Primus's on-line billing service at www.myprimus.com. Calls are billed in six (6) second increments following an initial billing period of thirty (30) seconds.

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11.1 Primus Telecommunications Services (Cont'd.)

11.1.30 IntraLATA Toll Telecommunications Services (Cont'd.)

AD. Primus CP Services -Flex Plan

Primus CP Services Flex Plan is a switched service available to Subscribers who sign up for Primus service through one of Primus's approved channel partners. Flex Plan is available both to residential and commercial Subscribers that make a large number of intrastate calls within any of the following states: CO, GA, IL, IN, MD, MI, OH, TX, VA. International and interstate services are offered in conjunction with intrastate services. Calls are billed in six (6) second increments following an initial billing period of thirty (30) seconds. A per invoice, Paper Bill Fee will be charged. This fee will be waived for Subscribers who sign up for Primus's on-line billing service at www.mvprimus.com. No term commitment is required, but a monthly minimum commitment of \$15.00 per account is required ("MMC"). Usage charges only may contribute to the retirement of the MMC; taxes, surcharges and fees will not contribute. If the Subscriber does not bill the MMC, then for that applicable month, the Subscriber will be charged the difference between its actual usage charges and the MMC. Calling cards are available with this Service.

AE. Primus CP Services - Sizzlin' Summer 2004 (Dedicated)*

Sizzlin' Summer 2004 is a promotional dedicated service available to Subscribers who sign up for Primus service through one of Primus's approved channel partners. Sizzlin' Summer 2004 is a commercial only product, designed for businesses that make a large number of intrastate calls within any of the following states: Maryland, Ohio, Virginia. International and interstate services are offered in conjunction with intrastate services. Calls are billed in six (6) second increments following an initial billing period of thirty (30) seconds. A one (1) year term commitment and a \$1,000.00 monthly minimum commitment per T-1 ("MMC") are required. Usage charges only may contribute to the retirement of the MMC; taxes, surcharges and fees will not contribute. If the subscriber does not bill the MMC, then for that applicable month, customer will be charged the difference between its actual usage charges and the MMC. Calling cards are available with this Service. This service is a promotional service and is only available to new Subscribers until September 30, 2004.

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11.1 Primus Telecommunications Services (Cont'd.)

11.1.30 IntraLATA Toll Telecommunications Services (Cont'd.)

AF. Talk Smart - Talk A Little Service

Talk Smart - Talk A Little Service is an outbound only residential product available to subscribers who sign up for Primus service through one of Primus's approved channel partners and has a flat monthly fee for all intrastate and interstate long distance calls up to 650 minutes per month. All intrastate and interstate usage over the 650 minutes will be charged on a per minute basis. International and interstate services are offered in conjunction with intrastate services. Taxes and surcharges are not included in the monthly fee. Calls are billed in six (6) second increments following an initial billing period of thirty (30) seconds. No term commitment is required. Calling Cards are not available with this Product.

*Primus CP Services- Sizzlin' Summer 2004 (Dedicated) has been grandfathered and is no longer available to new Subscribers.

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11.1 Primus Telecommunications Services (Cont'd.)

11.1.30 IntraLATA Toll Telecommunications Services (Cont'd.)

AG. Talk Smart - Talk A Lot Service

Talk Smart - Talk A Lot Service is an outbound only residential product available to Customers who sign up for Primus service through one of Primus's approved channel partners and has a flat monthly fee for all intrastate and interstate long distance calls up to 1,000 minutes per month. All usage over the 1,000 minutes will be charged on a per minute basis. International and interstate services are offered in conjunction with intrastate services. Taxes and surcharges are not included in the monthly fee. Calls are billed in six (6) second increments following an initial billing period of thirty (30) seconds. No term commitment is required. Calling cards are not offered with this product.

AH. Primus CP Services - California Golden

California Golden is dedicated service available to subscribers who sign up for Primus service through one of Primus's approved channel partners. California Golden Service is a commercial only product, designed for businesses that make a large number of intrastate calls within the state of California. International and interstate services are offered in conjunction with intrastate services. Calls are billed in six (6) second increments following an initial billing period of eighteen (18) seconds. A one (1) year term commitment and a \$1,000.00 monthly minimum commitment per T-1 ("MMC") are required. Usage charges only may contribute to the retirement of the MMC; taxes, surcharges and fees will not contribute. If the subscriber does not bill the MMC, then for that applicable month, customer will be charged the difference between its actual usage charges and the MMC. Calling cards are available with this Service.

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11.1 Primus Telecommunications Services (Cont'd.)

11.1.30 IntraLATA Toll Telecommunications Services (Cont'd.)

AI. Primus CP Services - Falling For New England

Falling for New England ("New England") is a switched service available to Subscribers who sign up for Primus service through one of Primus's approved channel partners. The New England plan is available both to residential and commercial Subscribers that make a large number of intrastate calls within any of the following northeastern states: CT, ME, MA, NH, NJ, RI, and YT. International and interstate services are offered in conjunction with intrastate services. Calls are billed in six (6) second increments following an initial billing period of thirty (30) seconds. A per invoice, Paper Bill Fee will be charged. This fee will be waived for Subscribers who sign up for Primus's on-line billing service at www.myprimus.com. No term commitment is required, but a monthly minimum commitment of \$15.00 per account is required ("MMC"). Usage charges only may contribute to the retirement of the MMC; taxes, surcharges and fees will not contribute. If the Subscriber does not bill the MMC, then for that applicable month, Subscriber will be charged the difference between its actual usage charges and the MMC. Calling cards are available with this Service.

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11.1 Primus Telecommunications Services (Cont'd.)

11.1.30 IntraLATA Toll Telecommunications Services (Cont'd.)

AJ. Primus CP Services - Call Vietnam Plan

Flex Plan is a switched service available to Subscribers who sign up for Primus service through one of Primus's approved channel partners. Call Vietnam Plan is a switched service designed for residential Subscribers who make a large volume of calls to Vietnam. International and interstate services are offered in conjunction with intrastate service. Intrastate calls are billed in initial thirty (30) second increments followed by six (6) second increments thereafter. A per invoice, Paper Bill Fee will be charged. This fee will be waived for Subscribers who sign up for Primus's on-line billing service at www.myprimus.com. No monthly minimum is required. Calling cards are available with this service.

AK. Primus CP Services - Greece & Mexico Residential Plan

The Greece & Mexico Residential Plan is a switched service available to residential Subscribers only who sign up for Primus service through one of Primus's approved channel partners and who make a large volume of calls to Greece and/or Mexico. Intrastate calls are billed in initial thirty (30) second increments followed by six (6) second increments thereafter. A per invoice, Paper Bill Fee will be charged. This fee will be waived for Subscribers who sign up for Primus's on-line billing service at www.myprimus.com. No monthly minimum is required. Calling cards are available with this service.

AL. Primus CP Services - SOHO Rate Plan

The SOHO Rate Plan is a switched service for commercial Subscribers only that sign up for Primus service through one of Primus's approved channel partners, and make a large volume of calls to Greece and/or Mexico during local business hours. Intrastate calls are billed in initial thirty (30) second increments followed by six (6) second increments thereafter. A per invoice, Paper Bill Fee will be charged. This fee will be waived for Subscribers who sign up for Primus's on-line billing service at www.myprimus.com. No term commitment is required, but a monthly minimum commitment of \$15.00 per account is required ("MMC"). Usage charges only may contribute to the retirement of the MMC; taxes, surcharges and fees will not contribute. If the Subscriber does not bill the MMC, then for that applicable month, the Subscriber will be charged the difference between its actual usage charges and the MMC. Calling cards are available with this Service.

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11.1 Primus Telecommunications Services (Cont'd.)

11.1.30 IntraLATA Toll Telecommunications Services (Cont'd.)

AM. Primus LD - High Five Plan

The Primus LD "High Five Plan" is a switched voice service available to residential and small business Subscribers who directly sign up for service with Primus (not through a Primus Channel Partner), make a limited number of calls within the U.S. and/or to international locations, and prefer limited electronic interaction with the company. Intrastate calls are billed in sixty (60) second increments. No term commitment is required, but a monthly minimum commitment of \$5.00 per account is required ("MMC"); provided, however, that if the Subscriber pays through the Primus Autopayment Plan (i.e., electronic auto-payment by debit or credit card, or automatic deduction from a qualified checking or savings account ("ACH")), then the MMC will be waived. Only usage charges may contribute to the retirement of the MMC; taxes, surcharges and fees will not contribute. If the Subscriber does not bill the MMC, then for that applicable month, the Subscriber will be charged the difference between its actual usage charges and the MMC. Interstate and international services are offered in conjunction with intrastate services. Invoices are provided online at no additional charge; paper bills will be provided for a nominal fee. If Autopayment is selected in order to waive the MMC, paper bills are not available. Subscriber shall be assessed a \$5.00 fee each time an Autopayment is rejected by the Subscriber's financial institution for any reason. Virtual calling cards and wireless dial around are available with this plan.

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11.1 Primus Telecommunications Services (Cont'd.)

11.1.30 IntraLATA Toll Telecommunications Services (Cont'd.)

AN. Primus LD - Triple Play Plan

The Primus LD "Triple Play Plan" is a switched voice service available to residential and small business Subscribers who directly sign up for service with Primus (not through a Primus Channel Partner), make a higher volume of calls within the U.S. and/or to international locations, and prefer electronic interface with the company. No term commitment is required, but a monthly minimum commitment of \$10.00 per account is required ("MMC"). Only usage charges may contribute to the retirement of the MMC; taxes, surcharges and fees will not contribute. If the Subscriber does not bill the MMC, then for that applicable month, the Subscriber will be charged the difference between its actual usage charges and the MMC. Interstate and international services are offered in conjunction with intrastate services. Invoices are only available online; no paper bills are available with this plan. Electronic payment is not required. For those Subscribers that do elect to pay their bills through the Primus Autopayment Plan (i.e., electronic autopayment by debit or credit card, or automatic deduction from a qualified checking or savings account ("ACH")), Subscriber shall be assessed a \$5.00 fee each time an Autopayment is rejected by the Subscriber's financial institution for any reason. Virtual calling cards and wireless dial around services are available with this plan.

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11.1 Primus Telecommunications Services (Cont'd.)

11.1.30 IntraLATA Toll Telecommunications Services (Cont'd.)

AO. Primus LO- World B. Free USA Plan

The Primus LO "World B. Free USA Plan" is a switched voice service available to residential Subscribers who sign up for service directly with Primus (not through a Primus Channel Partner), make a substantial number of state-to-state long distance calls within the US, and prefer electronic interface with the company. All intrastate calls are billed in sixty (60) second increments. No term commitment is required. This plan is for voice lines and usage only. Interstate and international services are offered in conjunction with intrastate services. Invoices are only available online; no paper bills are available with this plan. Autopayment (i.e., electronic auto-payment by debit or credit card, or automatic deduction from a qualified checking or savings account ("ACH")) is required. Subscriber shall be assessed a \$5.00 fee each time an Autopayment is rejected by the Subscriber's financial institution for any reason. Only one "World B. Free USA Plan" per household. This plan is not available for customer lines associated with educational institutions (e.g., colleges or universities). Travel cards and wireless dial around services are not available with this plan.

AP. Primus LO- World B. Free China Plan

The Primus LD "World B. Free China Plan" is a switched voice service available to residential Subscribers who sign up for service directly with Primus (not through a Primus Channel Partner), make a substantial number of interstate long distance calls and calls to China and prefer electronic interface with the company. All intrastate calls are billed in sixty (60) second increments. No term commitment is required. This plan is for voice lines and usage only. Interstate and international services are offered in conjunction with intrastate services. Invoices are only available online; no paper bills are available with this plan. Autopayment (i.e., electronic auto-payment by debit or credit card, or automatic deduction from a qualified checking or savings account ("ACH")) is required. Subscriber shall be assessed a \$5.00 fee each time an Autopayment is rejected by the Subscriber's financial institution for any reason. Only one "World B. Free China Plan" per household. This plan is not available for customer lines associated with educational institutions (e.g., colleges or universities). Travel cards and wireless dial around services are not available with this plan.

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11.1.30 IntraLATA Toll Telecommunications Services (Cont'd.)

AQ. Primus LD - World B. Free Israel Plan

The Primus LD "World B. Free Israel Plan" is a switched voice service available to residential Subscribers who sign up for service directly with Primus (not through a Primus Channel Partner), make a substantial number of interstate long distance calls and calls to Israel and prefer electronic interface with the company. All intrastate calls are billed in sixty (60) second increments. No term commitment is required. This plan is for voice lines and usage only. Interstate and international services are offered in conjunction with intrastate services. Invoices are only available online; no paper bills are available with this plan. Autopayment (i.e., electronic auto• payment by debit or credit card, or automatic deduction from a qualified checking or savings account ("ACH")) is required. Subscriber shall be assessed a \$5.00 fee each time an Autopayment is rejected by the Subscriber's financial institution for any reason. Only one "World B. Free Israel Plan" per household. This plan is not available for customer lines associated with educational institutions (e.g., colleges or universities). No travel card is available with this plan.

AR. Primus LD - World B. Free Japan Plan

The Primus LD "World B. Free Japan Plan" is a switched voice service available to residential Subscribers who sign up for service directly with Primus (not through a Primus Channel Partner), make a substantial number of interstate long distance calls and calls to Japan and prefer electronic interface with the company. All intrastate calls are billed in sixty (60) second increments. No term commitment is required. This plan is for voice lines and usage only. Interstate and international services are offered in conjunction with intrastate services. invoices are only available online; no paper bills are available with this plan. Autopayment (i.e., electronic auto• payment by debit or credit card, or automatic deduction from a qualified checking or savings account ("ACH")) is required. Subscriber shall be assessed a \$5.00 fee each time an Autopayment is rejected by the Subscriber's financial institution for any reason. Only one "World B. Free Japan Plan" per household. This plan is not available for customer lines associated with educational institutions (e.g., colleges or universities). Travel cards and wireless dial around services are not available with this plan.

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11.1.30 IntraLATA Toll Telecommunications Services (Cont'd.)

AS. PrimusLD-WorldB.FreeAsiaPlan

The Primus LD "World B. Free Asia Plan" is a switched voice service available to residential Subscribers who sign up for service directly with Primus (not through a Primus Channel Partner), make a substantial number of interstate long distance calls and calls to certain locations within Asia and prefer electronic interface with the company. All intrastate calls are billed in sixty (60) second increments. No term commitment is required. This plan is for voice lines and usage only. Interstate and international services are offered in conjunction with intrastate services. Invoices are only available online; no paper bills are available with this plan. Autopayment (i.e., electronic auto-payment by debit or credit card, or automatic deduction from a qualified checking or savings account ("ACH")) is required. Subscriber shall be assessed a \$5.00 fee each time an Autopayment is rejected by the Subscriber's financial institution for any reason. Only one "World B. Free Asia Plan" per household. This plan is not available for customer lines associated with educational institutions (e.g., colleges or universities). Travel cards and wireless dial around services are not available with this plan.

AT. Primus LD- World B. Free Europe Plan

The Primus LD "World B. Free Europe Plan" is a switched voice service available to residential Subscribers who sign up for service directly with Primus (not through a Primus Channel Partner), make a substantial number of interstate long distance calls and calls to select locations within Europe and prefer electronic interface with the company. All intrastate calls are billed in sixty (60) second increments. Interstate and international services are offered in conjunction with intrastate services. No term commitment is required. This plan is for voice lines and usage only. Invoices are only available online; no paper bills are available with this plan. Autopayment (i.e., electronic auto-payment by debit or credit card, or automatic deduction from a qualified checking or savings account ("ACH")) is required. Subscriber shall be assessed a \$5.00 fee each time an Autopayment is rejected by the Subscriber's financial institution for any reason. Only one "World B. Free Europe Plan" per household. This plan is not available for customer lines associated with educational institutions (e.g., colleges or universities). Travel cards and wireless dial around services are not available with this plan.

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11.1 Primus Telecommunications Services (Cont'd.)

11.1.30 IntraLATA Toll Telecommunications Services (Cont'd.)

AU. Primus LD - World B. Free South America Plan

The Primus LD "World B. Free South America Plan" is a switched voice service available to residential Subscribers who sign up for service directly with Primus (not through a Primus Channel Partner), make a substantial number of interstate long distance calls and calls to select locations within South America and prefer electronic interface with the company. *All* intrastate calls are billed in sixty (60) second increments. No term commitment is required. This plan is for voice lines and usage only. Invoices are only available online; no paper bills are available with this plan. Autopayment (i.e., electronic auto-payment by debit or credit card, or automatic deduction from a qualified checking or savings account ("ACH")) is required. Subscriber shall be assessed a \$5.00 fee each time an Autopayment is rejected by the Subscriber's financial institution for any reason. Only one "World B. Free Plan South America" per household. This plan is not available for customer lines associated with educational institutions (e.g., colleges or universities). Travel cards and wireless dial around services are not available with this plan.

AV. Primus LD - World B. Free Russia Plan

The Primus LD "World B. Free Russia" is a switched voice service available to residential Subscribers who sign up for service directly with Primus (not through a Primus Channel Partner), make a substantial number of interstate long distance calls and calls to select locations within South America and prefer electronic interface with the company. *All* intrastate calls are billed in sixty (60) second increments. No term commitment is required. This plan is for voice lines and usage only. Invoices are only available online; no paper bills are available with this plan. Autopayment (i.e., electronic auto-payment by debit or credit card, or automatic deduction from a qualified checking or savings account ("ACH")) is required. Subscriber shall be assessed a \$5.00 fee each time an Autopayment is rejected by the Subscriber's financial institution for any reason. Only one "World B. Free Russia" per household. This plan is not available for customer lines associated with educational institutions (e.g., colleges or universities). Travel cards and wireless dial around services are not available with this plan

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11.1.30 IntraLATA Toll Telecommunications Services (Cont'd.)

AW. Primus LD - World B. Free Mexico Plan

The Primus LO "World B. Free Mexico Plan" is a switched voice service available to residential Subscribers who sign up for service directly with Primus (not through a Primus Channel Partner), make a substantial number of interstate long distance calls and calls to select locations within Mexico and prefer electronic interface with the company. All intrastate calls are billed in sixty (60) second increments. No term commitment is required. This plan is for voice lines and usage only. Invoices are only available online; no paper bills are available with this plan. Autopayment (i.e., electronic auto-payment by debit or credit card, or automatic deduction from a qualified checking or savings account ("ACH")) is required. Subscriber shall be assessed a \$5.00 fee each time an Autopayment is rejected by the Subscriber's financial institution for any reason. Only one "World B. Free Plan Mexico" per household. This plan is not available for customer lines associated with educational institutions (e.g., colleges or universities). Travel cards and wireless dial around services are not available with this plan.

AX. Primus LD - World B. Free India Plan

The Primus LD "World B. Free India" is a switched voice service available to residential Subscribers who sign up for service directly with Primus (not through a Primus Channel Partner, make a substantial number of interstate long distance calls and calls to select locations within South America and prefer electronic interface with the company. All intrastate calls are billed in sixty (60) second increments. No term commitment is required. This plan is for voice lines and usage only. Invoices are only available online; no paper bills are available with this plan. Autopayment (i.e., electronic auto-payment by debit or credit card, or automatic deduction from a qualified checking or savings account ("ACH")) is required. Subscriber shall be assessed a \$5.00 fee each time an Autopayment is rejected by the Subscriber's financial institution for any reason. Only one "World B. Free Plan India" per household. This plan is not available for customer lines associated with educational institutions (e.g., colleges or universities). Travel cards and wirelessdial around services are not available w

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11.1 Primus Telecommunications Services (Cont'd.)

11.1.30 IntraLATA Toll Telecommunications Services (Cont'd.)

AY Primus Commercial Service

Primus Commercial Service is a switched, dial 1 and toll free 800 voice offering designed for business customers. No term commitment is required, but a monthly minimum commitment of \$25.00 per account is required ("MMC"). Only usage charges may contribute to the retirement of the MMC; taxes, surcharges and fees will not contribute. If the Subscriber does not bill the MMC, then for that applicable month, the Subscriber will be charged a low usage fee of \$15.00. Interstate and international services are offered in conjunction with intrastate services. Calling cards are not offered with this product. Calls are billed six (6) second increments following an initial minimum billing period of thirty (30) seconds.

AZ. Lingo Long Distance Service

The Lingo Long Distance Service is a dial-I service available to former Primus customers (i.e., a customer that has subscribed to Primus long distance services in the past). No term commitment is required, but a monthly minimum commitment of \$10.00 per account is required ("MMC"). Only usage charges may contribute to the retirement of the MMC; taxes, surcharges and fees will not contribute. If the Subscriber does not bill the MMC, then for that applicable month, the Subscriber will be charged the difference between its actual usage charges and the MMC. Interstate and international services are offered in conjunction with intrastate services. No calling cards are offered with this product. Calls are billed in 60 second increments following an initial minimum billing period of 60 seconds. Invoices are provided online at no additional charge; paper bills will be provided for a nominal fee..

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11.1 Primus Telecommunications Services (Cont'd.)

11.1.30 IntraLATA Toll Telecommunications Services (Cont'd.)

BA. Operator Assisted Services

The Company provides the Customer operator assisted services on a per call service charge basis. In addition to the per call service charge, mileage-sensitive usage rates apply. The Company's operator services are accessible on a twenty-four (24) hour per day seven (7) days per week basis. The use of the Company's operator services allows the Customer to select from the special handling or billing arrangements specified within. Call rates and applicable service charges will be assessed to the call originator, the called party's telephone number based on the call type (operator dialed, collect, third party billed, credit card billed or Customer dialed credit card billed without the use of an operator's assistance) initiated by the call originator and the appropriate acknowledgment of other parties, where applicable.

BB. Directory Assistance

Long Distance Directory Assistance charges apply on either a per call or per minute basis for each call to the Directory Assistance Bureau. Up to two requests may be made on each call to Directory Assistance. The Directory Assistance charge applies regardless of whether the Directory Assistance Bureau is able to furnish the requested telephone number.

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11.2 Services for Former Cable & Wireless USA Customers

This Section contains the regulations and charges that apply to the intrastate switched telecommunications services previously provided to Customers by Cable & Wireless USA, Inc. (C&W) between locations within the State of New York on the date of October 29, 2002, and are thereafter provided by Primus Telecommunications, Inc. (Primus”) or “Carrier”). All services referenced herein are grandfathered and are not available to new Primus Subscribers. To the extent that the terms and conditions set forth in this tariff (except any terms and conditions regarding the calculation or application of rates) are (i) in direct conflict with those set forth in Section 2 of this Tariff, and (ii) are less favorable to the Customer, the terms and conditions of Section 2 of this Tariff shall apply.

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11.2 Services for Former Cable & Wireless USA Customers (Cont'd.)

Intrastate Services Offered (Cont'd)

- D. CPCC Service (prepaid calling card enables the Card Holder to complete an outbound direct call from any touch-tone or rotary telephone in New York. Service is accessed by dialing a designated Toll Free number and a card identification number

The Customer has an option to “Recharge” available balance on the CPCC Service card. If a card is Recharged, after the earlier of when the Card’s value balance first becomes zero or the expiration of the Card’s validity period, for each call placed through the Card, the Card’s then-remaining recharge amount balance shall be decremented at the rate applicable to the Plan specified by the Customer. The Recharge rates assumes that Primus shall pay to the applicable taxing entity any applicable Federal excise and state and local telecommunications taxes and surcharges computed based on the Recharge rates. Each such call shall be decremented in 6-second increments with a 30-second minimum decrement per call. In addition, the Card’s then-remaining Recharge amount balance, based on the call then in progress, is thirty (30) seconds an announcement shall be made indicating that the call shall be automatically terminated when the Card’s Recharge Amount balance becomes zero.

The maximum dollar value of each Recharge Amount shall be \$50.00. To Recharge a Card, the Cardholder shall call a designated toll-free number and, in response to the automated voice prompts, provide (i) its account number for a major credit card accepted by Primus, (ii) PIN, and (iii) other pertinent information. A Recharge amount may be used by the Cardholder only within one (1) year from the date the Cardholder Recharges its Card.

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11.2 Services for Former Cable & Wireless USA Customers (Cont'd.)

Each Recharge amount shall be non-refundable and shall be billed by Primus to the Cardholder via the Cardholder's designated credit card account. For any Recharge amount that a Cardholder fails to pay to Primus via the Cardholder's credit card account, the Customer shall pay such amount to Primus within fifteen (15) days of the Customer's receipt of written notice thereof from Primus.

If Primus notifies the Customer that a credit card company has notified Primus that a Recharge amount is non-collectable and if Primus provides to the Customer the supporting documentation that Primus has received from the credit card company with regard to such Recharge amount, the Customer shall pay such amount to Primus within fifteen (15) days after the Customer's receipt of Primus' notice.

Primus may immediately, and without prior notice to the Customer or the Cardholder, terminate the Recharge option for a particular PIN for any of the reasons for disconnection applicable to other Services and specified in Section 5.2 of this tariff. In the event the Recharge option is terminated for a particular PIN, Primus shall not be obligated to pay the Customer for any Recharge Payments associated with that PIN.

E. Alternative Channels Services

These services were formerly a group of interexchange switched services marketed under the name of T-NET - A Division of Cable & Wireless USA, Inc., via alternative distribution channels, including outside sales force.

1. CT LD

A group of inbound and outbound service offerings with switched or dedicated access, available only via CT LD distribution channel. Minimum monthly usage requirements apply as well as monthly recurring charges. In addition to basic 1+ services, additional features are available:

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11.2 Services for Former Cable & Wireless USA Customers (Cont'd.)

(1) Toll Free Features

Multi-Location Routing Features - billed on per feature, per toll-free number basis. A set-up fee and a change charge apply. The following are available:

Day of Year
Day of Week
Time of Day
Percent of Calls
Area Code
Area Code and Exchange

(2) Selected Coverage Blocking Features

Blocking features are available for selected area code or area code and exchange blocking. Services is billed on per feature, per toll-free number basis. A set-up fee and a change charge apply.

(3) Real Time ANI

A set - up fee applies.

(4) Programmable Toll Free

Permits Customer to redirect calls from one terminating location to another. A recurring monthly fee applies per each toll free number.

(5) Toll Free Directory Assistance Listing

Recurring monthly fee per toll free number.

(6) Accounting Features

Security and Alpha Account Codes have a per account charge.

(7) CDR Billing Charges

Set-up and monthly media charges
Set-up and monthly media charge for weekly billing

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11.2 Services for Former Cable & Wireless USA Customers (Cont'd.)

2. Alternative Channel CBFI

A group of integrated inbound and toll free service offerings with switched and dedicated access, available via selected distribution channel. Minimum monthly usage requirements and/or term commitments may apply. Customers may choose from several different rate plans, based on a combination of interstate and international rate levels, as well as other, administrative features available with each plan that best appeal to the Customer. Switched outbound and inbound calls, dedicated inbound calls are billed in 6-second increments, after a 30-second minimum call duration. Dedicated outbound calls are billed in 6-second increments, after an 18-second minimum call duration.

3. Premium Alternative Channel Long Distance ("PACLD")

An inbound, outbound switched access 1+ service, available only via select distribution channel.

F. CC Services

A group of integrated inbound and toll free service offerings with switched and dedicated access, available to Customers via selected distribution channel. Set up fees, other monthly fees and minimum monthly usage requirements may apply. Calling card and administrative features are available to CC Customers. Switched outbound and inbound calls, dedicated inbound calls are billed in 6-second increments, after a 30-second minimum call duration. Dedicated outbound calls are billed in 6-second increments, after an 18-second minimum call duration.

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11.2 Services for Former Cable & Wireless USA Customers (Cont'd.)

CG, offered in conjunction with the Company's interstate CG service, provides the functionality and capabilities of a private network through the use of shared transmission facilities, operated by a single software-controlled management system. CG utilizes switched or dedicated access, is available to single or multi-location Customers, and is compatible with most existing public and private networks. CG intrastate usage is billed at a flat rate that is not time of day or distance sensitive. Excluding Mexico, CG basic Outbound service is billed with an 18-second minimum, in 1-second increments thereafter. Toll-free service associated with CG is billed in the same increments as CBFI set forth in Section 5.4 of this tariff. CG calling types include On-Net to On-Net, On-Net to Off-Net, Off-Net to On-Net, and Off-Net to Off-Net. Discounts off of CG usage may apply based upon Customer's monthly traffic volume combined with a one to three year term commitment. Monthly recurring and non-recurring charges, Directory Assistance, and 976 calls do not apply in calculating volume discounts. Other optional CG Customer features and capabilities are set forth in Primus' Schedules.*

CG On-Net and Off-Net capability is defined below.

On-Net = CG Customer locations connected to Primus network via dedicated access facilities.

Off-Net = CG location which accesses CG network via switched access; calls made by CG Customer location terminating to a non-CG location.

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11.2 Services for Former Cable & Wireless USA Customers (Cont'd.)

CR provides switched access, inbound and outbound service, at a flat rate that is not time of day or distance sensitive. Calls are billed in 6-second increments, after a 30-second per call minimum. Optional Conference call service, described in Section 5.3 of this tariff, is available to CR Customers. A \$25.00 minimum monthly usage charge (MMUC) applies, excluding taxes and surcharges. If MMUC is not met, a \$3.00 charge will be assessed and added to Customer's invoice. Usage rates applicable to Conference Calling are set forth in Section 5.5 of this tariff.

Rate Per Minute
\$0.1350

* Formerly FCC tariffs. See Application of tariff, herein.

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11.2 Services for Former Cable & Wireless USA Customers (Cont'd.)

Billing Information

- A. When a call is established in one time-of-day rate period and ends in another, the rate in effect at call origination applies to the entire call duration.
- B. The hours included in a rate period (e.g., 8 am - 5 pm) apply from the first stated hour (e.g., 8 am) and continue to, but do not include, the second stated hour (e.g., 5 pm).
- C. Unless otherwise specified, time-of-day rate periods are as follows:
- | | |
|----------------|-----------------------------------|
| Day: | Monday - Friday, 8 a.m. - 5 p.m. |
| Evening*: | Sunday - Friday, 5 p.m. - 11 p.m. |
| Night/Weekend: | All other times |
| Peak: | Monday - Friday, 8 a.m. - 5 p.m. |
| Off-Peak**: | All other times |
- *Evening rate applies during Holidays, unless a lower rate would normally apply.
- **Off-Peak rate applies during Holidays.
- D. Minimum Call Completion Rate: The Primus network is designed to insure that no more than 5% of all calls are blocked during the busy hour of the average business day. The network circuits are designed and engineered to provide high quality transmission of the human voice with a minimum level of impairment such as noise and echo. However, overall quality may vary somewhat due to the variability in quality of connections provided by the local telephone companies or the transmission facilities of underlying carriers, which are beyond Primus' control.

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11.2 Services for Former Cable & Wireless USA Customers (Cont'd.)

E. Timing of Calls

1. On direct dialed outbound and inbound calls provided pursuant to this tariff, and except as set forth in Section 5.3.2. (E)(3) below, chargeable call duration accrues from the time the called party answers, as indicated by Carrier's receipt of answer supervision, until one of the parties hangs up, as detected by Carrier's equipment.
2. Carrier may receive answer supervision signaling directly from local exchange carriers, may employ software answer supervision, or may receive answer supervision from other interexchange carriers. These other interexchange carriers may themselves employ either local exchange carrier-provided answer supervision or some other method of determining called party on-hook or off-hook status.
3. Call duration recording of Conference Calling and Operator Service calls does not necessarily employ answer supervision on every call. C Toll Free Service calls terminating on a Customer's PBX or comparable Customer premises equipment will be timed commencing when Carrier receives answer supervision from such communications system.

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11.2 Services for Former Cable & Wireless USA Customers (Cont'd.)

Additional Options - Switched Service

A. Customized Discounts

Unless otherwise stated, all discount schedules involving usage levels incorporate intrastate, interstate, and international calling. Discounts do not apply to Directory Assistance and 976 surcharges.

Area Code Select - applies to calls made to the area code Customer calls most often; can be used with Regional Zone, Intra-Company or VIP discounts.

Toll Free Area Code Select - applies to calls made from the area code generating the highest Toll Free volume calling; can be used with Regional Zone, Intra-Company or VIP discounts.

CAP500 - program for CLD and CF Customers, replacing all other discounts.

Intra-Company - applies to calls to Customer designated company locations; mutually exclusive with Regional Zone and VIP.

Regional Calling Zone - applies to calls to or from the zone Customer selects (from 1 of 10 predetermined zones); mutually exclusive with Intra-Company and VIP.

Super Saver Number - applies to call to the telephone number Customer calls most often.

Term Plan - involves a minimum monthly billed usage and commitment to a contract term of 12, 18, 24, or 36 months.

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11.2 Services for Former Cable & Wireless USA Customers (Cont'd.)

Additional Options - Switched Service (Cont'd)

B. Directory Assistance

Directory Assistance is available. A per call charge will be applied to each call. The Directory Assistance charge applies to each call regardless of whether the Directory Assistance Bureau is able to furnish the requested telephone number.

A credit allowance for Directory Assistance will be provided if the Customer experiences poor transmission quality; receives an incorrect telephone number; or inadvertently misdials the intended Directory Assistance number.

C. 976 Surcharge

Calls to a 976-XXXX number will be assessed a surcharge.

D. Toll Free Call Attempts

If a Customer's volume of uncompleted Toll Free calls exceeds 50% of call attempts, a surcharge will be assessed.

E. Conference Calling

A variety of options for setting up conference calls is available.

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11.2 Services for Former Cable & Wireless USA Customers (Cont'd.)

F. Expedite Charge

If the Customer requests Primus to expedite installation of Service, the Customer agrees to pay any and all expedite costs and charges associated with the expedite requests. The Customer understands that the installation of local access lines is not under the direct control of Primus

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11.2 Services for Former Cable & Wireless USA Customers (Cont'd.)

CLD*

All CLD calls are billed in 1-minute increments.

A. Usage

Per Minute Base Rates

<u>Mileage</u>	<u>Minimum</u>	<u>Maximum</u>
All	\$0.030	\$0.500

B. Discounts

Volume Discount

The following volume discounts apply to CLD, based on monthly usage charges billed. Discount will be calculated based on total domestic and international usage.

<u>Usage</u>	<u>Discount</u>	
	<u>Minimum</u>	<u>Maximum</u>
Various	0%	40%

Other Discounts - CAP 500

<u>Minimum Billed Monthly Usage</u>	<u>Minimum</u>	<u>Maximum</u>
Charges	\$0.00	\$1,000.00

A fee of up to \$100.00 will be applied each month that the Customer does not meet the monthly minimum.

- * The CLD product has been grandfathered. Only current CLD Customers, subject to the terms and conditions of this plan, are eligible to receive the discounts.

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11.2 Services for Former Cable & Wireless USA Customers (Cont'd.)

CF II*

All CF II calls are billed in 6-second increments, after a 30-second minimum initial billing period.

A. Usage

Per Minute Base Rates

<u>Mileage</u>	<u>Minimum</u>	<u>Maximum</u>
All	\$0.080	\$0.350

B. CF II Discounts

Volume Discount

Monthly Usage	Discount	
	<u>Minimum</u>	<u>Maximum</u>
Various	0%	40%

Other Discounts:

Area Code Select	<u>Minimum</u>	<u>Maximum</u>
	0%	40%

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11.2 Services for Former Cable & Wireless USA Customers (Cont'd.)
CF III*

All CF III calls are billed in 6-second increments, after a 30-second initial billing period.

A. Per Minute Usage Charges

1. Intrastate Rates

<u>Mileage</u>	<u>Minimum</u>	<u>Maximum</u>
All	\$0.080	\$0.330

2. Presubscribed Intra-LATA Rates

<u>Mileage</u>	<u>Minimum</u>	<u>Maximum</u>
All	\$0.030	\$0.330

B. CF III Discounts

1. CF III Volume Discounts

Volume Discount

Monthly Usage	<u>Discount</u>	
	<u>Minimum</u>	<u>Maximum</u>
Various	0%	40%

2. Other CF III Discounts

CAP 500

Minimum Billed Monthly Usage Charges	<u>Minimum</u>	<u>Maximum</u>
	\$0	\$1,000.00

A fee will be billed for each month that the customer does not meet the monthly minimum.

Fee	\$0	\$150.00
-----	-----	----------

Minimum Billed Monthly Usage Charges per Location	<u>Minimum</u>	<u>Maximum</u>
	\$0	\$100.00

* The CF III product has been grandfathered. Only current CF III Customers, subject to the terms and conditions of this plan, are eligible to receive the discounts.

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11.2 Services for Former Cable & Wireless USA Customers (Cont'd.)

CF III (Cont'd)

B. CF III Discounts (Cont'd)

If location does not meet minimum, the difference between billed usage and the minimum usage per location will be added to Customer's bill.

	<u>Discount</u>	
<u>Monthly Usage</u>	<u>Minimum</u>	<u>Maximum</u>
Various	0%	40%
	<u>Minimum</u>	<u>Maximum</u>
<u>Super Saver Area Code</u>	0%	40%
<u>Super Saver Cities</u>	0%	40%

* The CF III product has been grandfathered. Only current CF III Customers, subject to the terms and conditions of this plan, are eligible to receive the discounts.

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11.2 Services for Former Cable & Wireless USA Customers (Cont'd.)

CToll Free*

CTol Free terminates on switched access lines. Calls are billed in 6-second increments, after a 30-second minimum billing period.

A. Per Minute Usage Charges

<u>Mileage</u>	<u>Minimum</u>	<u>Maximum</u>
All	\$0.0199	\$0.6998

B. CToll Free Discounts

Volume Discount

<u>Monthly Usage</u>	<u>Discount</u>	
	<u>Minimum</u>	<u>Maximum</u>
Various	0%	40%

- * The CToll Free product has been grandfathered. Only current CToll Free Customers, subject to the terms and conditions of this plan, are eligible to receive the discounts.

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11.2 Services for Former Cable & Wireless USA Customers (Cont'd.)

CE Service*

All CE calls are billed in 6-second increments. Outbound calls have a 18-second minimum initial billing period. Inbound calls have a 30-second minimum initial billing period.

A. CE Outbound - Per Minute Usage Charges:

1. Intrastate Rates

<u>Mileage</u>	<u>Minimum</u>	<u>Maximum</u>
All	\$0.040	\$0.2650

2. Presubscribed Intra-LATA Rates

<u>Mileage</u>	<u>Minimum</u>	<u>Maximum</u>
All	\$0.030	\$0.2650

B. CE Outbound Discounts

Volume Discount

<u>Monthly Usage</u>	<u>Discount</u>	
	<u>Minimum</u>	<u>Maximum</u>
Various	0%	40%

Super Saver Area Code (Limited to eligible area codes in New York)

	<u>Minimum</u>	<u>Maximum</u>
Set-up Fee	\$0/month	\$200/month
Discount	0%	40%

C. CE Toll Free - Per Minute Usage Charges

<u>Mileage</u>	<u>Minimum</u>	<u>Maximum</u>
All	\$0.0450	\$0.3056

* The CE product has been grandfathered. Only current CE Customers, subject to the terms and conditions of this plan, are eligible to receive the discounts.

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11.2 Services for Former Cable & Wireless USA Customers (Cont'd.)

CE Service* (Cont'd)

D. CE Toll Free Discounts

<u>Volume Discount</u>	<u>Discount</u>	
<u>Monthly Usage</u>	<u>Minimum</u>	<u>Maximum</u>
Various	0%	40%

- * The CE product has been grandfathered. Only current CE Customers, subject to the terms and conditions of this plan, are eligible to receive the discounts.

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11.2 Services for Former Cable & Wireless USA Customers (Cont'd.)

CV*

All CV calls are billed in 6-second increments, after a 30-second minimum initial billing period.

A. CV Switched Outbound - Per Minute Usage Charges

1. Intrastate Rates

<u>Mileage</u>	<u>Minimum</u>	<u>Maximum</u>
All	\$0.0757	\$0.3786

2. Presubscribed IntraLATA Rates

<u>Mileage</u>	<u>Minimum</u>	<u>Maximum</u>
All	\$0.0300	\$0.3786

B. CV Switched Toll Free - Per Minute Usage Charges

<u>Mileage</u>	<u>Minimum</u>	<u>Maximum</u>
All	\$0.0869	\$0.4346

C. CV Dedicated Outbound - Per Minute Usage Charges

1. Intrastate Rates

<u>Mileage</u>	<u>Minimum</u>	<u>Maximum</u>
All	\$0.0594	\$0.2970

2. Presubscribed IntraLATA Rates

<u>Mileage</u>	<u>Minimum</u>	<u>Maximum</u>
All	\$0.0100	\$0.2970

D. CV Dedicated Toll Free - Per Minute Usage Charges

<u>Mileage</u>	<u>Minimum</u>	<u>Maximum</u>
All	\$0.0644	\$0.3220

The CV product has been grandfathered. Only current CV Customers, subject to the terms and conditions of this plan, are eligible to receive the discounts.

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11.2 Services for Former Cable & Wireless USA Customers (Cont'd.)

E. CV Discounts

Volume Discounts

<u>Monthly Usage</u>	<u>Minimum</u>	<u>Maximum</u>
Various	0%	40%

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11.2 Services for Former Cable & Wireless USA Customers (Cont'd.)

CV* (Cont'd)

E. CV Discounts (Cont'd)

<u>Other CV Discounts:</u>	<u>Minimum</u>	<u>Maximum</u>
<u>Area Code Select</u>	0%	40%
<u>Toll Free Area Code Select</u>	0%	40%
<u>Intra-Company</u>	0%	40%

Regional Zone

Monthly Recurring Charge	\$0	\$30
Discount	0%	40%

VIP Numbers

Monthly Recurring Charge	\$0	\$20
(Monthly charge waived if domestic usage over \$100)		
Discount	0%	40%

Term Plan – based on billed monthly usage and length of service term.

<u>Discount</u>	
<u>Minimum</u>	<u>Maximum</u>
0%	40%

* The CV product has been grandfathered. Only current CV Customers, subject to the terms and conditions of this plan, are eligible to receive the discounts.

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11.2 Services for Former Cable & Wireless USA Customers (Cont'd.)

CVNS*

All CVNS calls are billed in 6-second increments. Outbound calls have an 18-second minimum initial billing period. Inbound calls have a 30-second minimum billing period.

A. Switched Outbound Service – Per Minute Usage Charges

1. Intrastate Rates

<u>Mileage</u>	<u>Minimum</u>	<u>Maximum</u>
All	\$0.0708	\$0.3538

2. Presubscribed Intra-LATA Rates

<u>Mileage</u>	<u>Minimum</u>	<u>Maximum</u>
All	\$0.030	\$0.3538

B. CVNS Switched Toll Free Service – Per Minute Usage Charges

<u>Mileage</u>	<u>Minimum</u>	<u>Maximum</u>
All	\$0.090	\$0.450

C. CVNS Dedicated Toll Free – Per Minute Usage Charges

1. Intrastate Rates

<u>Mileage</u>	<u>Minimum</u>	<u>Maximum</u>
All	\$0.0510	\$0.2550

2. Presubscribed Intra-LATA Rates

<u>Mileage</u>	<u>Minimum</u>	<u>Maximum</u>
All	\$0.061	\$0.305

D. CVNS Dedicated Outbound – Per Minute Usage Charges

<u>Mileage</u>	<u>Minimum</u>	<u>Maximum</u>
All	\$0.061	\$0.305

* The CVNS product has been grandfathered. Only current CVNS Customers, subject to the terms and conditions of this plan are eligible to receive the discount.

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11.2 Services for Former Cable & Wireless USA Customers (Cont'd.)

E. CVNS Discounts

<u>Volume Discount</u>	<u>Discount</u>	
<u>Monthly Usage</u>	<u>Minimum</u>	<u>Maximum</u>
Various	0%	40%
Both international and domestic usage will be used to calculate the applicable volume discount.		
<u>Other Discounts:</u>	<u>Minimum</u>	<u>Maximum</u>
<u>Area Code Select</u>	0%	40%
<u>Toll Free Area Code Select</u>	0%	40%
<u>Intra-Company</u>	0%	40%
<u>Regional Zone</u>		
Minimum Monthly Billing	\$0	\$2000
A fee will be charged if the monthly minimum is not met.		
Fee:	\$25	\$100
Discount	0%	40%

Term Plan – based on monthly usage and length of Term.

<u>Discount</u>	
<u>Minimum</u>	<u>Maximum</u>
0%	40%

The CVNS product has been grandfathered. Only current CVNS Customers, subject to the terms and conditions of this plan, are eligible to receive the discounts.

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11.2 Services for Former Cable & Wireless USA Customers (Cont'd.)

5.4.7 CVNS* (Cont'd)

E. CVNS Discounts (Cont'd)

VIP Numbers

	<u>Minimum</u>	<u>Maximum</u>
Minimum Billed Monthly Usage Charges	\$0	\$2000
Fee	\$0	\$150
Discount	0%	40%

* The CVNS product has been grandfathered. Only current CVNS Customers, subject to the terms and conditions of this plan, are eligible to receive the discounts.

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11.2 Services for Former Cable & Wireless USA Customers (Cont'd.)

CS*

All CS calls are billed in 6-second increments. Switched access outbound calls have a 30-second minimum initial billing period; dedicated access outbound calls have an 18-second minimum initial billing period.

A. CS Switched Outbound – Per Minute Usage Charges

1. Intrastate Rates

<u>Mileage</u>	<u>Minimum</u>	<u>Maximum</u>
All	\$.0740	\$.3700

2. Presubscribed IntraLATA Rates

<u>Mileage</u>	<u>Minimum</u>	<u>Maximum</u>
All	\$.0300	\$.3700

B. CS Switched Toll Free – Per Minute Usage Charges

<u>Mileage</u>	<u>Minimum</u>	<u>Maximum</u>
All	\$0.0826	\$.4128

C. CS Dedicated Outbound – Per Minute Usage Charges

1. Intrastate Rates

<u>Mileage</u>	<u>Minimum</u>	<u>Maximum</u>
All	\$.0584	\$.2920

2. Presubscribed IntraLATA Rates

<u>Mileage</u>	<u>Minimum</u>	<u>Maximum</u>
All	\$.0100	\$.2920

D. CS Dedicated Toll Free – Per Minute Usage Charges

<u>Mileage</u>	<u>Minimum</u>	<u>Maximum</u>
All	\$.0584	\$.2920

* The CS product has been grandfathered. Only current CS Customers, subject to the terms and conditions of this Plan are eligible to receive the discount

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11.2 Services for Former Cable & Wireless USA Customers (Cont'd.)

E. CS Discounts

Volume Discount-CS Switched

Monthly Usage

Various

<u>Discount</u>	
<u>Minimum</u>	<u>Maximum</u>
0%	40%

Volume Discount-CS Dedicated

Monthly Usage

Various

<u>Discount</u>	
<u>Minimum</u>	<u>Maximum</u>
0%	40%

Both international and domestic usage will be used to calculate the applicable volume discount.

*The CS product has been grandfathered. Only current CS Customers, subject to the terms and conditions of this plan, are eligible to receive the discounts.

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11.2 Services for Former Cable & Wireless USA Customers (Cont'd.)

E. CS Discounts (Cont'd)

Other Discounts:

	<u>Minimum</u>	<u>Maximum</u>
<u>Area Code Select</u>	0%	40%
<u>Toll Free Area Code Select</u>	0%	40%

Regional Calling Zone

<u>Minimum Monthly Usage:</u>	<u>Minimum</u>	<u>Maximum</u>
Switched	\$0	\$400
Dedicated	\$0	\$2,000

A fee will be charged for each month that the monthly minimum is not met.

<u>Fee</u>	<u>Minimum</u>	<u>Maximum</u>
Switched	\$0	\$50
Dedicated	\$0	\$200

<u>Discount</u>	<u>Minimum</u>	<u>Maximum</u>
Switched	0%	40%
Dedicated	0%	40%

The CS product has been grandfathered. Only current CS Customers, subject to the terms and conditions of this plan, are eligible to receive the discounts.

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11.2 Services for Former Cable & Wireless USA Customers (Cont'd.)

CS* (Cont'd)

E. CS Discounts (Cont'd)

Term Plan – CS Switched – based on billed monthly usage and length of Term.

<u>Discount</u>	
<u>Minimum</u>	<u>Maximum</u>
0%	40%

- * The CS product has been grandfathered. Only current CS Customers, subject to the terms and conditions of this plan, are eligible to receive the discounts.

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11.2 Services for Former Cable & Wireless USA Customers (Cont'd.)

E. CS Discounts (Cont'd)

<u>VIP Numbers:</u>	<u>Min.</u>	<u>Max.</u>
Minimum Monthly Charge		
Switched	\$0	\$400
Dedicated	\$500	\$2000
A fee will be charged for each month that the Minimum Monthly Charge is not met		
<u>Fee</u>	<u>Min.</u>	<u>Max.</u>
Switched	\$0	\$100
Dedicated	\$0	\$100
<u>Discount</u>		
Switched	\$0	40%
Dedicated	\$0	40%

The CS product has been grandfathered. Only current CS Customers, subject to the terms and conditions of this plan, are eligible to receive the discounts.

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11.2 Services for Former Cable & Wireless USA Customers (Cont'd.)

CBFI*

All CBFI calls are billed in 6-second increments after a 30-second minimum initial billing period.

A. CBFI Switched Outbound - Per Minute Usage Charges

1. Intrastate Rates

<u>Mileage</u>	<u>Minimum</u>	<u>Maximum</u>
All	\$0.0840	\$0.4200

2. Presubscribed IntraLATA Rates

<u>Mileage</u>	<u>Minimum</u>	<u>Maximum</u>
All	\$0.0300	\$0.4200

B. CBFI Switched Toll Free - Per Minute Usage Charges

<u>Mileage</u>	<u>Minimum</u>	<u>Maximum</u>
All	\$0.0770	\$0.3860

C. CBFI Dedicated Outbound - Per Minute Usage Charges

1. Intrastate Rates

<u>Mileage</u>	<u>Minimum</u>	<u>Maximum</u>
All	\$0.0520	\$0.2600

2. Presubscribed IntraLATA Rates

<u>Mileage</u>	<u>Minimum</u>	<u>Maximum</u>
All	\$0.0100	\$0.2600

D. CBFI Dedicated Toll Free - Per Minute Usage Charges

<u>Mileage</u>	<u>Minimum</u>	<u>Maximum</u>
All	\$0.0610	\$0.3040

E. CBFI Discounts

<u>Optional Volume Discount</u>			
<u>Monthly Usage (\$)</u>		<u>Minimum</u>	<u>Maximum</u>
Various		0%	40%

* CBFI service has been grandfathered and is no longer available to new Subscribers.

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11.2 Services for Former Cable & Wireless USA Customers (Cont'd.)

F. CBFI – Direct Sales

The following rate plans are available to new business Customers who signed up for CBFI through Cable & Wireless' Direct Sales LAO Channel. All CBFI usage, optional Conference Calling usage set forth in Section 5.5 of this tariff, will be included in calculating Customer's total monthly usage. Depending upon usage level, Customers who utilize Conference Calling receive a discount of 25%, 30%, or 40% off of Conference Calling rates. Customer must bill a minimum of \$100.00 in CBFI switched access monthly usage after discounts are applied. If total monthly, switched access usage is less than \$100.00, a \$25.00 minimum monthly fee applies and will be added to Customer's bill. CBFI dedicated access Customers and Customers utilizing both switched and dedicated access service must bill a minimum of \$400.00 after discounts are applied. If the sum of Customer's total monthly dedicated usage, or its combined monthly dedicated and switched access usage falls below \$400.00, a \$50.00 minimum monthly fee applies and will be added to Customer's bill. CBFI Rate Plans are offered in conjunction with Carriers CBFI Rate Plans option set forth in its Primus Schedule(s) No. 3 and No. 4.**

	<u>Minimum/Maximum Ranges</u>
<u>Usage Levels</u>	\$100-\$20,000
<u>Switched Outbound</u>	\$0.0100-\$0.5000
<u>Switched Inbound/800</u>	\$0.0100-\$0.5000
<u>Dedicated Outbound</u>	\$0.0100-\$0.5000
<u>Dedicated Inbound/800</u>	\$0.0100-\$0.5000
<u>Discount Conference Calling</u>	5%-80%

* CBFI service has been grandfathered and is no longer available to new Subscribers.

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11.2 Services for Former Cable & Wireless USA Customers (Cont'd.)

G. CBFi NIA

The following rate plans are available to new business Customers who are Fortune 1000 members who signed up for CBFi through Cable & Wireless' Direct Sales NIA Channel. Terms and conditions mirror those of the LAO Plan. Except, depending upon usage level, Customers who utilize Conference Calling receive a discount of 30%, 40%, or 50% off of Conference Calling rates.

	<u>Minimum/Maximum Ranges</u>
<u>Usage Levels</u>	\$100-\$20,000
<u>Switched Outbound</u>	\$0.0100-\$0.5000
<u>Switched Inbound/800</u>	\$0.0100-\$0.5000
<u>Dedicated Outbound</u>	\$0.0100-\$0.5000
<u>Dedicated Inbound/800</u>	\$0.0100-\$0.5000
<u>Discount for Conference Calling</u>	5%-80%

* If minimum usage is not met during the second invoice, Customer will be charged the minimum monthly fee.

** Formerly FCC tariffs and now included in the Primus website. See Application of tariff, herein.

*** CBFi Service has been grandfathered and is no longer available to new Subscribers.

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11.2 Services for Former Cable & Wireless USA Customers (Cont'd.)

H. CBFi Agent Plans

CBFi Agent Plans are available to Agents who resold Primus services to small, medium and large Customer bases. The Agent resellers average a revenue commitment from \$30,000.00 to \$150,000.00 per annum. All CBFi usage, optional Conference Calling usage set forth in Section 5.5 of this tariff, will be included in calculating Customer's total monthly usage. Depending upon usage level, Customers who utilize Conference Calling receive a discount of 20% - 50% off of the Conference Calling base rates as set forth in this tariff. Customer must bill a minimum of \$100.00 in CBFi switched and or dedicated access monthly usage after discounts are applied. If total monthly usage is less than \$100.00, a \$25.00 monthly minimum fee will be applied to the bill of Customers averaging a revenue commitment up to \$100,000.00. Customers who average a revenue commitment of \$150,000.00 must bill a minimum of \$50.00. If total usage is less than \$50.00, the difference will be applied to the Customers bill totaling a \$50.00 monthly minimum fee. CBFi Rate Plans are offered in conjunction with Carriers CBFi Rate Plans option set forth in its Primus Schedule(s) No. 3 and No. 4.*

CBFi Agent Plan Rates

The CBFi Agent Plan rates only apply to those Agents who resold Primus services under this product. Terms and conditions mirror those of the CBFi Product. Depending upon usage level, Customers who utilize Conference Calling receive a discount of 20% - 50% off of Conference Calling base rates.

- * Formerly FCC tariffs and now included on the Primus website. See Application of tariff, herein.
** CBFi Service has been grandfathered and is no longer available to new Subscribers.

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11.2 Services for Former Cable & Wireless USA Customers (Cont'd.)

H. CBFI Agent Plans (Cont'd)

	<u>Minimum/Maximum Rates</u>			
	<u>Platinum</u>	<u>Gold</u>	<u>Silver</u>	<u>Copper</u>
<u>Usage Levels</u>	\$10,000-300,000	\$10,000-300,000	\$10,000-300,000	\$10,000-300,000
<u>Switched Inbound/ 800/Outbound</u>	\$0.0100-\$1.00	\$0.0100-\$1.00	\$0.0100-\$1.00	\$0.0100-\$1.00
<u>Dedicated Inbound/ 800/Outbound</u>	\$0.0100-\$1.00	\$0.0100-\$1.00	\$0.0100-\$1.00	\$0.0100-\$1.00
<u>Directory Assistance</u>	\$0.1000-\$5.00	\$0.1000-\$5.00	\$0.1000-\$5.00	\$0.1000-\$5.00
<u>Discount</u>				
<u>Conference Calling</u>	5%-90%	5%-90%	5%-90%	5%-90%
* <u>Meet Me</u>	\$0.0500-\$2.00	\$0.0500-\$2.00	\$0.0500-\$2.00	\$0.0500-\$2.00
* <u>800 Meet Me</u>	\$0.0500-\$2.00	\$0.0500-\$2.00	\$0.0500-\$2.00	\$0.0500-\$2.00
* <u>Operator Handheld</u>	\$0.0500-\$2.00	\$0.0500-\$2.00	\$0.0500-\$2.00	\$0.0500-\$2.00

* Rates shown include the Conference Calling discount.

** CBFI Service has been grandfathered and is no longer available to new Subscribers.

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11.2 Services for Former Cable & Wireless USA Customers (Cont'd.)

I. CBF1 Bronze Agent Plan

CBF1 Bronze Agent Plan is available to agents who resold Primus services primarily to small to medium-sized business Customers. All CBF1 usage, optional Conference Calling usage set forth in Sections 5.4 and 5.5 herein, will be included in calculating Customer's total monthly usage. Under this option, Customers who utilize Conference Calling are eligible to receive a discount of 20% off Conference Calling base rates. Customer must bill a minimum of \$100.00 monthly in CBF1 switched access usage and a minimum of \$400.00 monthly in dedicated access usage after discounts are applied. If monthly minimum is not met during Customer's second invoice and any subsequent invoices, Customer will be charged a \$25.00 fee, which will be added to Customer's bill. Customers migrating from the T-Net platform are not subject to the monthly minimum charges. Other terms and conditions mirror those of CBF1 set forth in this Section.

CBF1 Bronze Plan Rates

	<u>Minimum</u>	<u>Maximum</u>
<u>Switched Outbound</u>	\$0.01	\$1.00
<u>Switched Inbound/Toll Free</u>	\$0.01	\$1.00
<u>Dedicated Outbound</u>	\$0.01	\$1.00
<u>Dedicated Inbound/Toll Free</u>	\$0.01	\$1.00
<u>Directory Assistance</u>	\$.30	\$5.00
<u>Discount Conference Calling</u>	5%	50%
<u>*Meet Me</u>	\$0.050	\$.750
<u>*Toll Free Meet Me</u>	\$0.050	\$1.00
<u>*Operator Handled</u>	\$0.050	\$5.00

* Rates shown include the Conference Calling discount.

** CBF1 Service has been grandfathered and is no longer available to new Subscribers.

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11.2 Services for Former Cable & Wireless USA Customers (Cont'd.)

J. CBFI Agent Platinum 2001

The following rates apply to new CBFI Customers who did not subscribed to any Primus service offerings within the last 90 days, and who signed up for CBFI service via the Business Markets Channel. All CBFI usage, and Conference Calling usage set forth in Section 5.5 herein, will be included in calculating Customer's total monthly usage. Under this option, Customers who utilize Conference Calling are eligible to receive a discount of 40% off Conference Calling base rates. Customer must bill a minimum of \$100.00 monthly in CBFI switched access usage and a minimum of \$400.00 monthly in dedicated access usage after discounts are applied. If monthly minimum is not met during Customer's second invoice and any subsequent invoices, Customer will be charged a \$25.00 fee, which will be added to Customer's bill. Other terms and conditions mirror those of CBFI set forth in this Section.

CBFI Agent Platinum 2001 Rates

	<u>Minimum</u>	<u>Maximum</u>
<u>Switched Outbound</u>	\$0.10	\$1.00
<u>Switched Inbound/800</u>	\$0.10	\$1.00
<u>Dedicated Outbound</u>	\$0.10	\$1.00
<u>Dedicated Inbound/800</u>	\$0.10	\$1.00
<u>Directory Assistance</u>	\$0.30	\$5.00
<u>Discount Conference Calling</u>	5%	50%
<u>*Meet Me</u>	\$0.05	\$7500
<u>*Toll Free Meet Me</u>	\$0.05	\$1.00
<u>*Operator Handled</u>	\$0.05	\$1.00
<u>*Conference On Demand</u>		
Toll Free Dial In	\$0.05	\$1.00
Toll Dial In	\$0.05	\$1.00
Dial Out Domestic	\$0.05	\$1.00

* Rates shown include the Conference Calling discount.

** CBFI services has been grandfathered and is no longer available to new Subscribers.

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11.2 Services for Former Cable & Wireless USA Customers (Cont'd.)

K. CBFI Agent Plan 2002

Available to agents who resold Primus services to small, medium, and large Customer bases. Under this program the annual revenue commitment range from \$40,000.00 to \$75,000.00. All CBFI usage, and optional Conference Calling usage set forth in Section 5.5, herein, will be included in calculating Customer's total monthly usage. Depending upon usage level, Customers who utilize Conference Calling are eligible to receive a discount of 25% - 30% of Conference Calling base rates. Customer must bill a minimum of \$100 in CBFI switched and/or dedicated access monthly usages after discounts are applied. If total monthly usage is less than \$100.00, a \$25.00 monthly minimum fee applies that will be added to Customer's bill for switched access Customers. For dedicated access Customers, if total monthly usage is less than \$400.00, a \$50.00 monthly minimum fee will be added to the Customer's bill. Other terms and conditions mirror those of CBFI set forth in Section 5.4.10 herein.

Agent Plan Rates for Gold 2002 & Silver 2002

<u>Usage Level</u>	<u>Maximum/Minimum</u>	
	<u>\$75,000- \$40,000</u>	
	<u>Minimum</u>	<u>Maximum</u>
<u>Switched Inbound 800/Outbound</u>	\$0.0100	\$1.00
<u>Dedicated Inbound 800/Outbound</u>	\$0.0100	\$1.00
<u>Directory Assistance</u>	\$0.3000	\$5.00
<u>Conference Calling Discount</u>	5%	50%
<u>*Meet Me</u>	\$0.0500	\$0.7500
<u>*800 Meet Me</u>	\$0.0500	\$1.00
<u>*Operator Handled</u>	\$0.0500	\$1.00
<u>*Conference On Demand</u>		
Toll Free Dial In	\$0.0500	\$1.00
Toll Dial In	\$0.0500	\$1.00
Dial Out Domestic	\$0.0500	\$1.00

Rates shown include the Conference Calling discount.

CBFI Service has been grandfathered and is no longer available to new Subscribers.

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11.2 Services for Former Cable & Wireless USA Customers (Cont'd.)

CBFB*

CBFB is billed in 6-second increments after a 30-second minimum initial billing period, except for dedicated outbound calls where an 180-second minimum billing period is applied. Unless expressly stated otherwise in this tariff, CBFB is excluded from all discount programs normally applicable to Virtual Network Services. Accordingly, CBFB usage volume will not be applied toward any other discount.

A. CBFB – Switched Outbound

1. Intrastate Rates

<u>Mileage</u>	<u>Minimum</u>	<u>Maximum</u>
All	\$.0770	\$.6800

2. Presubscribed IntraLATA Rates

<u>Mileage</u>	<u>Minimum</u>	<u>Maximum</u>
All	\$.0300	\$.6800

B. CBFB – Dedicated Outbound

1. Intrastate Rates

<u>Mileage</u>	<u>Minimum</u>	<u>Maximum</u>
All	\$.0770	\$.6800

2. Presubscribed IntraLATA Rates

<u>Mileage</u>	<u>Minimum</u>	<u>Maximum</u>
All	\$.01300	\$.6800

C. CBFB – Travel

<u>Mileage</u>	<u>Minimum</u>	<u>Maximum</u>
All	\$.0770	\$.6800

D. CBFB – Switched Inbound

<u>Mileage</u>	<u>Minimum</u>	<u>Maximum</u>
All	\$.0770	\$.6800

E. Dedicated Inbound

<u>Mileage</u>	<u>Minimum</u>	<u>Maximum</u>
All	\$.0770	\$.6800

CBFB Service has been grandfathered and is no longer available to new Subscribers.

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11.2 Services for Former Cable & Wireless USA Customers (Cont'd.)

CBFB (Cont'd.)

F. S.U.N. Discount

Customers currently on S.U.N. service for interstate service, receive 15% off of CBFB intrastate switched inbound and outbound rates and conference calling rates. In addition, S.U.N. customers who are currently enrolled in any of the following S.U.N. term plans for interstate service, will have term plan discounts applied to intrastate CBPB charges as follows:

ONE YEAR TERM
MONTHLY USAGE
COMMITMENT LEVELS

	OUTBOUND/TOLL FREE DISCOUNT %		CONFERENCE CALL DISCOUNT %	
	<u>Minimum</u>	<u>Maximum</u>	<u>Minimum</u>	<u>Maximum</u>
\$100	1.0	10.0	1.0	10.0
\$1,000	1.0	15.0	1.0	15.0
\$2,500	1.0	20.0	1.0	20.0
\$5,000	1.0	25.0	1.0	25.0
\$7,500	1.0	30.0	1.0	30.0
\$10,000	1.0	35.0	1.0	35.0

TWO YEAR TERM
MONTHLY USAGE
COMMITMENT LEVELS

	OUTBOUND/TOLL FREE DISCOUNT %		CONFERENCE CALL DISCOUNT %	
	<u>Minimum</u>	<u>Maximum</u>	<u>Minimum</u>	<u>Maximum</u>
\$100	1.0	15.0	1.0	15.0
\$1,000	1.0	20.0	1.0	20.0
\$2,500	1.0	25.0	1.0	25.0
\$5,000	1.0	30.0	1.0	30.0
\$7,500	1.0	35.0	1.0	35.0
\$10,000	1.0	40.0	1.0	40.0

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11.2 Services for Former Cable & Wireless USA Customers (Cont'd.)

CBFB* (Cont'd)

THREE YEAR TERM MONTHLY USAGE COMMITMENT LEVELS	OUTBOUND/TOLL FREE		CONFERENCE CALL	
	DISCOUNT %		DISCOUNT %	
	<u>Minimum</u>	<u>Maximum</u>	<u>Minimum</u>	<u>Maximum</u>
\$100	1.0	20.0	1.0	20.0
\$1,000	1.0	25.0	1.0	25.0
\$2,500	1.0	30.0	1.0	30.0
\$5,000	1.0	35.0	1.0	35.0
\$7,500	1.0	40.0	1.0	40.0
\$10,000	1.0	45.0	1.0	45.0

Conditions:

Customers are required to sign an authorization form to accept or decline a term plan. All Intrastate, Interstate, International, Outbound Toll Free, International Toll Free, and Conference Call usage contributes towards monthly commitment levels and receives discounts. The Customer has the first 90 days of the term period to meet commitment. If the Customer terminates the Service within the first 60 days of the term, Primus will charge the Customer for all term plan discounts provided through Service disconnect date. If total monthly billing is not equal to term plan commitment level, then for that month, the Customer will be charged the difference between actual usage and the term plan minimum. Term plans automatically renew for periods equal to the initial period unless Primus notifies the Customer in writing at least 60 days prior to expiration of the then current term, or unless the Customer notifies Primus in writing at least 30 days prior to expiration. Dedicated CBFB traffic is not eligible for S.U.N. S.U.N. is not available with any other offers or discounts.

* CBFB Service has been grandfathered and is no longer available to new Subscribers.

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11.2 Services for Former Cable & Wireless USA Customers (Cont'd.)

G. Eclipse Discount

Customers currently enrolled in Eclipse for interstate service are eligible to receive the following discounts off the CBBB intrastate calls:

	<u>Minimum</u>	<u>Maximum</u>
Intrastate switched outbound and Toll Free/888:	1%	30%
Intrastate dedicated outbound and Toll Free/888:	1%	7%

CBBB Service has been grandfathered and is no longer available to new Subscribers.

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11.2 Services for Former Cable & Wireless USA Customers (Cont'd.)

H. Horizon Discount

Horizon is available to new Customers, who enroll in Primus' Horizon for interstate calling. Horizon is not available to Customers currently presubscribed to Primus, except for Eclipse Customers, who may request to migrate from Eclipse to Horizon. Under Horizon, the following discounts are available:

- ♦ A minimum of 1% and a maximum of 35% off CBFB switched intrastate outbound and Toll Free/888 calls.
- ♦ 15% off dedicated intrastate outbound and inbound Toll Free calls.

* CBFB Service has been grandfathered and is no longer available to new Subscribers.

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11.2 Services for Former Cable & Wireless USA Customers (Cont'd.)

CPCC*

A. Per Unit Value

CPCC is valid until (i) on the date which has been printed on the card, or (ii) if no expiration date is printed on the card, on the date announced to the card holder after the card holder enters his or her PIN; or (iii) otherwise communicated to the cardholder by Primus or until the balance on the card is \$0.00, whichever occurs first. The expiration date shall be one year from the last day of the calendar month during which the Card was issued. Primus shall not issue a refund on any amounts left on the card past its expiration date. Calls are billed in 1-minute increments. Cards are available in various unit denominations. The number of minutes of use for each card shall be the maximum number of minutes at the rates set forth below, covered by the Primus-fixed dollar value of the card. The per unit value listed below excludes any local taxes or surcharges.

Primus may immediately, and without prior notice to the Customer or the Cardholder, terminate the Recharge option for a particular PIN for any of the reasons for disconnection applicable to other Services and specified in Section 2 of this Tariff. In the event the Recharge option is terminated for a particular PIN, Primus shall not be obligated to pay the customer for any Recharge Payments associated with that PIN.

Unless stated otherwise in this tariff, a 2-unit surcharge will be added to all CPCC calls that originate at payphones. The surcharge will be assessed in addition to any other rates and fees.

Rates:

All intrastate traffic = 1 unit per minute.

PLAN A:

Standard card printed by C&W USA.

<u>Rate Per Unit</u>	
<u>Minimum</u>	<u>Maximum</u>
\$0.05	\$2.00

* CPCC Service has been grandfathered and is no longer available to Subscribers.

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11.2 Services for Former Cable & Wireless USA Customers (Cont'd.)

CPCC* (Cont'd)

PLAN B:

Retail card targeted for Asian Community:

<u>Rate Per Unit</u>	
<u>Minimum</u>	<u>Maximum</u>
\$0.05	\$2.00

PLAN C:

A Plan where Primus provides Service for Customer-printed cards. Minimum purchase of 500,000 units required.

<u>Rate Per Unit</u>	
<u>Minimum</u>	<u>Maximum</u>
\$0.05	\$2.00

CPCC Service has been grandfathered and is no longer available to new Subscribers.

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11.2 Services for Former Cable & Wireless USA Customers (Cont'd.)

CPCC* (Cont'd)

PLAN D:

A plan where Primus provides Service for Customer-printed cards. Minimum purchase of 6,000,000 units required.

<u>Rate Per Unit</u>	
<u>Minimum</u>	<u>Maximum</u>
\$0.05	\$2.00

PLAN E:

Limited Edition collectible, prepaid calling cards.

<u>Rate Per Unit</u>	
<u>Minimum</u>	<u>Maximum</u>
\$0.05	\$2.00

PLAN F:

This product has low international rates and is targeted for frequent international callers.

	Rate Per Unit	
	Minimum	Maximum
Surcharge per call:	\$0.00	\$5.00
Rate per minute:	\$0.05	\$2.00

* CPCC Service has been grandfathered and is no longer available to new Subscribers.

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11.2 Services for Former Cable & Wireless USA Customers (Cont'd.)

CT LD*

A. Directory Assistance

	<u>Minimum</u>	<u>Maximum</u>
Charge per call:	\$0.10	\$5.00

B. Toll Free Features

1. Multi-Location Routing Features

Rate per feature per toll-free number:	<u>Minimum</u>	<u>Maximum</u>
Set-up fee:	\$0	\$150.00
Monthly recurring fee:	\$0	\$150.00
Change charge:	\$0	\$200.00

2. Selected Coverage Blocking Features

Set-up fee:	\$0	\$150.00
Monthly recurring fee:	\$0	\$250.00
Change charge:	\$0	\$150.00

* The CT LD product has been grandfathered. Only current CT LD Customers subject to the terms and conditions of this plan, are eligible to reserve the discounts.

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11.2 Services for Former Cable & Wireless USA Customers (Cont'd.)

CT LD* (Cont'd)

C.	Real Time ANI	<u>Min.</u> <u>Max.</u>	
		<u>\$0</u>	<u>\$500.00</u>
	Set-up fee per each toll-free number:	\$0	\$500.00
D.	Programmable Toll Free		
		Monthly fee per each toll-free number:	\$0 \$50.00
E.	Toll Free Directory Assistance		
		Monthly fee per each toll-free number:	\$0 \$50.00
F.	Accounting Features		
		Monthly fee per account with alpha account codes:	\$0 \$25.00
		Monthly fee per account with security codes:	\$0 \$25.00
G.	Billing Options		
	I. Specialized Call Detail Options		
	Set-up	\$0	\$500.00
	Monthly fee	\$0	\$550.00

* The CT LD product has been grandfathered. Only current CT LD Customers subject to the terms and conditions of this plan, are eligible to reserve the discounts.

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11.2 Services for Former Cable & Wireless USA Customers (Cont'd.)

CT LD* (Cont'd)

G. Billing Options (Cont'd)

2. Weekly Billing

<u>Min.</u>	<u>Max.</u>
\$0	\$500.00
\$0	\$2,000.00

Set-up
Monthly fee

H. Monthly Minimum Usage Charge

Per Toll Free number

\$5 \$150.00

* The CT LD product has been grandfathered. Only current CT LD Customers, subject to the terms and conditions of this plan, are eligible to receive the discounts.

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11.2 Services for Former Cable & Wireless USA Customers (Cont'd.)

Partner CBF

PLAN I

Minimum monthly usage of \$100.00 applies. The usage may include all Customer's partner CBF traffic, including international, interstate and intrastate. If the minimum usage volume requirement is not met, the Customer will be charged a \$25.00 fee for each month that \$100.00 volume requirement is not met.

A. Switched Outbound

<u>Mileage</u>	<u>Base Rate</u>	<u>1 Yr. Term Plan</u>	<u>2 Yr. Term Plan</u>	<u>3 Yr. Term Plan</u>
	min/max	min/max	min/max	min/max
ALL	\$.04/.50	\$.04/.50	\$.04/.50	\$.04/.50

B. Switched Toll Free

<u>Mileage</u>	<u>Base Rate</u>	<u>1 Yr. Term Plan</u>	<u>2 Yr. Term Plan</u>	<u>3 Yr. Term Plan</u>
	min/max	min/max	min/max	min/max
ALL	\$.04/.50	\$.04/.50	\$.04/.50	\$.04/.50

C. Dedicated Outbound

<u>Mileage</u>	<u>Base Rate</u>	<u>1 Yr. Term Plan</u>	<u>2 Yr. Term Plan</u>	<u>3 Yr. Term Plan</u>
	min/max	min/max	min/max	min/max
ALL	\$.04/.50	\$.04/.50	\$.04/.50	\$.04/.50

D. Dedicated Toll Free

<u>Mileage</u>	<u>Base Rate</u>	<u>1 Yr. Term Plan</u>	<u>2 Yr. Term Plan</u>	<u>3 Yr. Term Plan</u>
	min/max	min/max	min/max	min/max
ALL	\$.04/.50	\$.04/.50	\$.04/.50	\$.04/.50

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11.2 Services for Former Cable & Wireless USA Customers (Cont'd.)

Partner CBFI* (Cont'd)

E. Volume Discounts

Volume discounts set forth below are applied to a base or a reduced term plan rates when Customers commit to a particular usage volume level. If the Customer does not meet the volume level that he committed to under the Volume Discount plan, then volume discount will not be applied for that billing period.

Total Monthly Usage Commitment */	Discount <u>Min./Max.</u>
\$100	0% / 30%
\$1,000	0% / 30%
\$5,000	0% / 30%

*/ Usage includes all Partner CBFI I usage plus Conference Calling usage (see Section 5.5.1 of this tariff), as well as intrastate and international Partner CBFI and Conference Calling usage.

* Partner CBFI Service has been grandfathered and is no longer available to new Subscribers.

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11.2 Services for Former Cable & Wireless USA Customers (Cont'd.)

CC*

CC is billed in flat per minute rates not time-of-day or mileage sensitive. An Association Volume Discount applies as set forth below. Unless otherwise specifically referenced in this tariff, CC is excluded from all other discount programs.

A. Switched Inbound and Outbound - Per Minute Usage Charges

Mileage	<u>Min.</u>	<u>Max.</u>
InterLATA	\$0.050	\$0.800
IntraLATA	\$0.040	\$0.800

B. Dedicated Inbound and Outbound - Per Minute Usage Charges

Mileage	<u>Min.</u>	<u>Max.</u>
InterLATA	\$0.040	\$0.800
IntraLATA	\$0.030	\$0.800

C. Fees

Minimum Billed Monthly Usage Charges**

<u>Switched</u>		<u>Dedicated</u>	
<u>Min.</u>	<u>Max.</u>	<u>Min.</u>	<u>Max.</u>
\$25.00	\$200.00	\$750.00	\$8,000.00

* CC service has been grandfathered and is no longer available to new Subscribers.

** If minimum is not met, the difference between billed usage and monthly minimum usage will be added to Customer's bill.

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11.2 Services for Former Cable & Wireless USA Customers (Cont'd.)

CC* (Cont'd)

D.	Programmable Toll Free	<u>Min.</u>	<u>Max.</u>
	Monthly fee per each toll-free number:	\$7.50	\$75.00
E.	Toll Free Directory Assistance	<u>Min.</u>	<u>Max.</u>
	Monthly fee per each toll-free number:	\$7.50	\$75.00
F.	Accounting Features	<u>Min.</u>	<u>Max.</u>
	Monthly fee per account with alpha account codes:	\$2.50	\$25.00
	Monthly fee per account with security codes:	\$5.00	\$50.00
G.	Billing Options (Per Location)		
	<u>Specialized Call Detail Options</u>	<u>Min.</u>	<u>Max.</u>
	Set-up	\$0.00	\$50.00
	Monthly fee	\$12.50	\$100.00
	<u>Weekly Billing</u>	<u>Min.</u>	<u>Max.</u>
	Set-up	\$0.00	\$50.00
	Weekly fee	\$42.50	\$625.00
	<u>Electronic Billing Charges</u>	<u>Min.</u>	<u>Max.</u>
	Set-up	\$12.50	\$200.00
	On-line	\$10.00	\$100.00
	Disk	\$12.50	\$200.00
	Magnetic Tape	\$50.00	\$450.00
H.	Surcharges		
	Payphone	\$0.65/per call	
	<u>976 Calls</u>	<u>Min.</u>	<u>Max.</u>
	Customer calls to 976-XXXX telephone numbers	\$0.500	\$4.00

* CC Service has been grandfathered and is no longer available to new subscribers.

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11.2 Services for Former Cable & Wireless USA Customers (Cont'd.)

CC* (Cont'd)

I.	Discounts**	<u>Min.</u>	<u>Max.</u>
	Associations	0%	15%

CG***

CG intrastate usage is billed at a flat rate that is not time or distance sensitive. CG traffic is billed with an 18-second minimum, in 1-second increments thereafter. CG calling types include On-Net to On-Net, On-Net to Off-Net, Off-Net to On-Net, and Off-Net to Off-Net. Discounts off of CG usage may apply based upon Customers monthly traffic volume combined with a one to three year term commitment. Monthly recurring and non-recurring charges, Directory Assistance, and 976 calls do not apply in calculating volume discounts.

A. Intrastate Basic Rates

1.	On to On Flat Rate	<u>Min.</u>	<u>Max.</u>
		\$0.050	\$0.240
2.	On to Off Flat Rate	<u>Min.</u>	<u>Max.</u>
		\$0.050	\$0.360
3.	Off to On Flat Rate	<u>Min.</u>	<u>Max.</u>
		\$0.050	\$0.430
4.	Off to Off Rate All Traffic	<u>Min.</u>	<u>Max.</u>
		\$0.050	\$0.710

*CC Service has been grandfathered and is no longer available to new Subscribers.

**Excludes Directory Assistance, 976 calls, Conference calls and intrastate calls.

***CG Service has been grandfathered and is no longer available to new Subscribers.

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11.2 Services for Former Cable & Wireless USA Customers (Cont'd.)

CG* (Cont'd)

B. Volume Discount Schedule

<u>Monthly Volume</u>	<u>Term Commitment % Discount</u>					
	<u>1 Year</u>		<u>2 Year</u>		<u>3 Year</u>	
50-100,000+	<u>Min.</u>	<u>Max.</u>	<u>Min.</u>	<u>Max.</u>	<u>Min.</u>	<u>Max.</u>
	0%	50%	0%	50%	0%	50%
	0%	50%	0%	50%	0%	50%
	0%	50%	0%	50%	0%	50%

C. Directory Assistance	<u>Min.</u>	<u>Max.</u>
Rate	\$1.00	\$5.00

D. CG Rate Plans

CG rate plans are designed primarily for new business Customers. Toll Free and Conference Calling service are available in conjunction with Customer's CG service. The Customer's overall Primus voice usage will approximate the usage levels below. The discounts below apply to the Conference Calling rates that appear in Section 5.5 of this tariff. No other discounts apply under this option. Customer must bill a minimum of \$100.00 in total CG switched access monthly usage after discounts are applied. If total monthly, switched access usage is less than \$100.00 per location, a \$25.00 minimum monthly fee applies and will be added to Customer's bill. CG dedicated access Customers and Customers utilizing both switched and dedicated access service must bill a minimum of \$400 per location after discounts are applied. If the sum of Customer's total monthly dedicated usage, or its combined monthly dedicated and switched access usage falls below \$400.00, a \$50.00 minimum monthly fee applies and will be added to Customer's bill.

* CG service has been grandfathered and is no longer available to new Subscribers.

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11.2 Services for Former Cable & Wireless USA Customers (Cont'd.)

CG Intrastate Base Rates* (Cont'd)

D. CG Rate Plans (Cont'd)

<u>Average Monthly Volume</u> <u>Minimum/Maximum</u>	<u>Switched Inbound/Outbound</u>		<u>Dedicated Inbound/Outbound</u>	
	<u>Minimum</u>	<u>Maximum</u>	<u>Minimum</u>	<u>Maximum</u>
\$10,000.00-\$200,000	\$0.0100	\$0.3000	\$0.0100	\$0.3000
<u>On to On Flat Rate</u>	\$0.0100		\$0.3000	

5.4.16 Premium Agent CLD (PACLD)*

All calls are switched access, billed in six (6) second increments after a thirty (30) second minimum per call duration.

<u>Average Monthly Volume</u>	<u>Min.</u>	<u>Max.</u>
\$1.00-\$150.99	\$0.0500	\$0.6600
\$151.00-\$350.99	\$0.0500	\$0.6300
\$351.00-\$500.99	\$0.0500	\$0.5700
\$501.00-\$750.99	\$0.0500	\$0.5100
\$751.00-\$999.99	\$0.0500	\$0.3600
\$1,000.00+	\$0.0500	\$0.3550

* CG and PACLD services have been grandfathered and are no longer available to new Subscribers.

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SECTION 11 – OBSOLETE SERVICES (CONT'D.)

11.2 Services for Former Cable & Wireless USA Customers (Cont'd.)

Rates – Additional Options

Conference Calling

Meet Me - all conferences are given an access number for a prearranged conference call; each conferee is responsible for any toll charges for calls placed to the conference call access number; the conference initiator is responsible for charges listed below.

Per Conferee Per Minute	<u>Min.</u>	<u>Max.</u>
	\$.20	\$.80

Toll Free Meet Me - all conferences are given an Toll Free access number for a prearranged conference call; the conference initiator is responsible for charges listed below.

Per Conferee Per Minute	<u>Min.</u>	<u>Max.</u>
	\$.325	\$1.30

Operator Handled - conference operator will place calls to conferees prearranged with conference initiator; the conference initiator is responsible for charges listed below.

Per Conferee Per Minute	<u>Min.</u>	<u>Max.</u>
	\$.325	\$1.30

OnDemand Conference Calling

OnDemand is an audio conferencing capability designed to make conference calling accessible to users 24 hours a day without the need of a Conference Operator. Users and participants connect directly to the conference bridge by dialing a series of personal access numbers.

Per Conferee Per Minute	<u>Min.</u>	<u>Max.</u>
	\$1.150	\$1.30

5.5.2 Directory Assistance

This Service is available to all Primus Customers.	<u>Min.</u>	<u>Max.</u>
Charge Per Call	\$.30	\$5.00

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11.2 Services for Former Cable & Wireless USA Customers (Cont'd.)

Rates – Additional Options (Cont'd)

Directory Assistance Call Completion Service

Directory Assistance Call Completion Service enables a caller to be automatically connected to a requested published number through a directory assistance operator. After the operator has given them the number, the caller will have the option of being automatically connected to the requested number for an additional charge.

	<u>Min.</u>	<u>Max.</u>
Per Call	\$.25	\$.50

976 Surcharge

Calls by Customers to 976-XXXX telephone numbers are assessed a surcharge.

Charge Per Call	<u>Min.</u>	<u>Max.</u>
	\$.50	\$3.00

Toll Free Service Call Attempt Charge

The following charge applies if the Customer's volume of incomplete Toll Free calls exceeds 50% of all Toll Free call attempts.

Per incomplete call attempt	<u>Min.</u>	<u>Max.</u>
	\$.00	\$.25

Payphone compensation surcharge

Unless stated otherwise in this tariff, Primus will assess a non-discountable surcharge on all calls that are subject to payphone compensation, pursuant to applicable federal or state law or regulation. The surcharge will be assessed in addition to any other rates and fees.

Surcharge	\$0.65 per call	<u>Min.</u>	<u>Max.</u>
		\$0.00	\$2.00

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11.2 Services for Former Cable & Wireless USA Customers (Cont'd.)

Operator Services

A. Per Minute Base Rate*

Miles	<u>Day</u>		<u>Evening</u>		<u>Night</u>		<u>NY, N.Y.</u>	
	Initial Minute	Add'l Minute	Initial Minute	Add'l Minute	Initial Minute	Add'l Minute	Initial Minute	Add'l Minute
	<u>Min</u>	<u>Max*</u>	<u>Min</u>	<u>Max*</u>	<u>Min</u>	<u>Max</u>	<u>Min</u>	<u>Max</u>
0+	\$1.00	\$1.00	\$1.00	\$1.00	\$1.00	\$1.00	\$1.00	\$1.00

B. Directory Assistance Rate per call

	<u>Min.</u>	<u>Max.</u>
0+ Phone Card/Paid	\$0.50	\$10.00
0+ Third Party Verbal	\$0.50	\$10.00
0+ LEC Card	\$0.50	\$10.00
0- LEC Card	\$0.50	\$10.00

C. Station to Station

	<u>Min.</u>	<u>Max.</u>
0+ Phone Card/Paid	\$0.00	\$15.00
0- Phone Card/Paid	\$0.00	\$15.00
0+ Collect	\$0.00	\$15.00
0- Collect	\$0.00	\$15.00
0+ Third Party	\$0.00	\$15.00
0- Third Party	\$0.00	\$15.00
0+ LEC Card	\$0.00	\$15.00
0- LEC Card	\$0.00	\$15.00

D. Person to Person

	<u>Min.</u>	<u>Max.</u>
0+ Phone Card/Paid	\$0.00	\$15.00
0- Phone Card/Paid	\$0.00	\$15.00
0+ Collect	\$0.00	\$15.00
0- Collect	\$0.00	\$15.00
0+ Third Party	\$0.00	\$15.00
0- Third Party	\$0.00	\$15.00
0+ LEC Card	\$0.00	\$15.00
0- LEC Card	\$0.00	\$15.00

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11.2 Services for Former Cable & Wireless USA Customers (Cont'd.)

Operator Services (Cont'd)

E. Additional Services

	<u>Min.</u>	<u>Max.</u>
LEC Mechanized Domestic	\$0.00	\$15.00
LEC Mechanized Int'l	\$0.00	\$15.00
Busy Line Verify Phone Card/Paid	\$0.00	\$15.00
Busy Line Verify LEC/PTT	\$0.00	\$15.00
*Emergency Interrupt Phone Card/Paid	\$0.00	\$15.00
*Emergency Interrupt LEC/PTT	\$0.00	\$15.00
Casual Caller InterLATA	\$0.00	\$15.00
Casual Caller IntraLATA	\$0.00	\$15.00

*Emergency Interrupt services include Busy Line Verify surcharges.

F. Time Periods

Day	M-F	8am-5pm
Evening	Su-F	5pm-11pm
Night	Su-F	11pm-8am
	Sa	All Day
	Su	8am-5pm

<u>Expedite Charge</u>	<u>Min.</u>	<u>Max.</u>
Charge applicable to expedited installation of dedicated access to Service, upon Customer's request for such expedited Service.	\$0	\$1,000

Bad Check Charge

Charge each time that a check or another form of payment by Customer is returned by a bank or another financial institution unpaid:

<u>Min</u>	<u>Max</u>
\$0	\$10 (or the highest amount allowed by applicable law)

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11.2 Services for Former Cable & Wireless USA Customers (Cont'd.)

Special Promotional Offerings

From time to time, Primus may provide certain special promotional offerings to its customers. These offer promotions which are limited to certain dates, times and locations, and are set forth as an addendum to the tariff.

CCTC LD

CCTC LD Dedicated Outbound calls are billed in 6-second increments. All other calls are billed in 6-second increments after a 30-second minimum initial billing period.

A. CCTC LD Switched Outbound

<u>Minimum</u>	<u>Maximum</u>
\$0.0500	\$0.6000

B. CCTC LD Dedicated Outbound

<u>Minimum</u>	<u>Maximum</u>
\$0.0200	\$0.4500

C. CCTC LD Switched Inbound

<u>Minimum</u>	<u>Maximum</u>
\$0.0500	\$0.6000

D. CCTC LD Dedicated Inbound

<u>Minimum</u>	<u>Maximum</u>
\$0.0200	\$0.4500

E. CCTC TeleClub Fee

A monthly, recurring service fee.

<u>Minimum</u>	<u>Maximum</u>
\$0.0000	\$50.00

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11.2 Services for Former Cable & Wireless USA Customers (Cont'd.)

Customized Pricing Options – Option 1

Existing former C&W USA dedicated Business First Basics customers who bill a minimum of \$1,800.00 in local charges (including both usage and monthly recurring fees) and a minimum of \$5,000.00 in long distance usage monthly charges will be eligible for special Local Calling Home Region rates if they meet further criteria as follows. Customers must have a minimum of a 24-month long distance service commitment. The Customer's Premises must be located in Long Island, 516 area code, where service and necessary facilities are available. Customers who meet the above criteria are eligible to receive special local service rates for home region calling of 7.2 cents for the initial three (3) minutes and 1.1 cents for each additional minute. Primus reserves the right to limit special rates for one Customer Premise location.

Option 1 has been grandfathered. Only Customers currently entitled to this plan will continue to receive this service.